

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 292-04-P(CL)-0314	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/21/04	PAGE OF PAGES 1 of 95

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. QQK#40675	6. PROJECT NO. HCY30100
7. ISSUED BY National Institutes of Health, DHHS Division of Real Property Acquisition Services 9000 Rockville Pike Bldg. 13 Room G-800 MSC 5711 Bethesda, Maryland 20892-5711	CODE	8. ADDRESS OFFER TO Barbara Taylor, Contracting Officer Building 13 Room G-800 MSC 5711 9000 Rockville Pike Bethesda, Maryland 20892-5711
9. FOR INFORMATION CALL:	A. NAME Barbara Taylor	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 435-4333

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

	Title	Identification	Date
Specifications	NIAID Integrated Research Facility Fort Detrick, Frederick, Maryland	1 Volume	May 28, 2004
Drawings	NIAID Integrated Research Facility Fort Detrick, Frederick, Maryland	402 Pages	May 28, 2004

FAR 52.216-1 Type of Contract: The Government contemplates award of a Construction Manager as Constructor, Firm Fixed Price Contract for NIAID Integrated Research Facility at Fort Detrick, Fredrick, Maryland.

Pre-Proposal Conference date and location to be TBD and will be issued by Amendment.

11. The Contractor shall begin performance within 10 calendar days and complete it within 928 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See –Section E)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original (See Section L) to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time July 21, 2004 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)()☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

Same as Item # 8

27. PAYMENT WILL BE MADE BY

Accounts Payable, Div of Financial Management, Natl Inst of Health

Building 31 – Room B1-B39

Bethesda, Maryland 20892

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

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PART I – SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES / COST

ARTICLE B.1: OFFER ITEMS

0001 Pre-Construction Services \$ _____

The Contractor shall provide pricing for pre-construction services, as defined in Section C – Description/Specifications/Statement of Work. Pricing for the Pre-Construction Services fee shall be based on an estimated construction cost of \$68,000,000 exclusive of CMc fee and general requirements.

0002 Options

Option 1: Construction Phase Services Fee \$ _____

The Contractor shall provide their fee for Construction Phase Services, as defined in Section C – Description/Specifications/Statement of Work, based on an estimated construction cost of \$68,000,000 exclusive of CMc fee and general requirements.

Option 2: Construction Phase Services General Requirements \$ _____

The Contractor shall provide their general requirements cost for Construction Phase Services, as defined in Section C – Description/Specifications/Statement of Work, based on an estimated construction cost of \$68,000,000 exclusive of CMc fee and general requirements.

Option 3: Construction Cost

The award amount for this option will be negotiated based on Offeror's Guaranteed Maximum Price Proposal, and will not be included in the Government's evaluation for award of this contract.

0001 Sub-Total: \$ _____

0002 Sub-Total: \$ _____

TOTAL COST: \$ _____

PART I – SCHEDULE

SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

ARTICLE C.1: SCOPE OF WORK

DEFINITIONS

The following definitions shall apply:

1. The acronym “NIH” shall be defined as the National Institutes of Health.
2. The acronym “NIAID” shall be defined as the National Institute of Allergy and Infectious Diseases.
3. The acronym “CQM” shall be defined as the Construction Quality Manager.
4. The acronym “A/E” shall be defined as the Architectural / Engineering Design Consultants.
5. The term “Project” shall be defined as the NIAID Integrated Research Facility at Fort Detrick, Frederick MD.
6. The acronym “CO” shall be defined as the NIH Contracting Officer.
7. The acronym “COTR” shall be defined as the NIH Contracting Officer’s Technical Representative (COTR).
8. The acronym “ORS” shall be defined as NIH’s Office of Research Services.
9. The acronym “ORF” shall be defined as NIH’s Office of Research Facilities Development and Operations.
10. The acronym “DCPM” shall be defined as NIH’s Division of Capital Project Management.
12. The acronym “USAMRIID” shall be defined as United States Army Medical Research Institute for Infectious Diseases.
13. The acronym “DIS” shall be defined as the Fort Detrick Directorate of Installation Services.
15. The acronyms “USAG” and “Garrison” shall be defined as Fort Detrick United States Army Garrison Command.
16. The acronyms “CMc”, “Contractor” and “Offeror” shall be defined as Construction Manager as Constructor.
17. The acronym “GMP” shall be defined as Guaranteed Maximum Price.

BACKGROUND

The National Institutes of Health (NIH or Owner) is seeking to obtain the services of a Construction Manager as Constructor (CMc, also referred to as Offeror or Contractor). Independently, and not as an agent of the Government and upon acceptance of a GMP, the Contractor shall provide all labor, materials, supervision, coordination, appliances, equipment, transportation, and any other element or item, as required for full and complete execution of the work in accordance with the specifications and drawings for the project.

As a part of the U.S. Public Health Service under the Department of Health and Human Services, the National Institutes of Health (NIH) is the Federal Government’s primary biomedical research agency. Its mission is science in pursuit of fundamental knowledge to extend healthy life and reduce the burdens of illness and disability

The National Institute of Allergy and Infectious Diseases (NIAID) is a component of the NIH. NIAID primarily conducts and supports research of naturally occurring, infectious diseases and the immune system, with an emphasis on emerging and re-emerging diseases such as HIV/AIDS. NIAID resources and expertise have also been applied to studying organisms that might be used as agents of bioterrorism

and the response of the human immune system to those organisms. The goal of this research is to develop new and improved diagnostic tests, vaccines, and therapies to protect civilians and military personnel.

Since the fall of 2001, NIAID has greatly accelerated its biodefense research program. Achievement of research goals requires the construction and certification of high-level biocontainment laboratories, with facilities and procedures for handling potentially lethal agents in a manner aimed at eliminating threats to laboratory and clinical personnel or to adjacent communities. NIAID has launched a construction initiative to address the nationwide shortage of such facilities.

The Federal Government has approved a FY '03 B & F Congressional Appropriation to fund an NIAID facility for biodefense and emerging infectious diseases research as a crucial element of this construction initiative. The proposed facility will be a 13,695 sm (147,412 sf) building comprised of laboratories designed and constructed to Biosafety Level (BSL)-2 and -4, along with administration and support spaces, and will enable NIAID researchers to study disease-causing microbes that may be used against our military in the battlefield or against civilians as agents of terrorism.

The proposed location of this facility is on the grounds of the U.S. Army Fort Detrick in Frederick, MD, near offices and laboratory facilities of the U.S. Army Medical Research Institute of Infectious Diseases (USAMRIID). The intended location for the new building is an approximately 5-acre plot adjoining existing USAMRIID laboratories and support facilities. The parcel is a largely undeveloped grassy area.

The work of this contract is complicated by the following factors:

1. The volume and complexity of the work: The project is a large medical research facility. Facilities of this type are by nature technically complex. They include varied and non-conventional finishes and extremely complex mechanical and electrical systems, which result in very "dense" construction. This dense construction is further complicated by the high number of skilled trades working in relatively small spaces; hence the need for extremely effective coordination and scheduling. This particular project is especially complex due to the following features:
 - Specialized concrete work, including mix designs, testing, including pressure decay testing, penetration detailing and coordination, and curing process and time, required by the high containment block.
 - Specialized systems, including breathing air system, HEPA filtration, pressure seal doors, biowaste system, complex system controls and coordination of complex systems, required by the high containment block.
 - Requirements for commissioning and endurance testing.
 - Security requirements for a Government high containment facility.
2. Requirements of the multiple stakeholders including USAG, USAMRIID, NIH and NIAID.
3. Security and coordination requirements of construction the facility within an army garrison.

The Government intends to negotiate a GMP with the successful Offeror upon the issuance of 70% construction documents. The Government plans to construct the project in two phases; the first will include sitework and foundations and the second phase will include the extent of the facility, including superstructure, enclosure, major systems, interior fit-out and finishes. At the 70% construction document milestone, construction documents will be issued for the construction of Phase One. At the completion of the design phase, construction documents will be issued for the construction of Phase Two. The documents issued with this solicitation are provided to allow the Offeror to price their general requirements and fee for the Pre-Construction and Construction phases. In addition, there may be a need to break out portions of the design and construction to allow for advanced procurement of long lead items. The Project Milestone Schedule indicates the projected milestones for each phase of construction and the design submissions.

1. Phase 1 - Site and Foundations: This phase / bid package will include all site civil work and all site utility work as well as the construction of all foundations (including any basements).
2. Phase 2 - Superstructure, Enclosure, Major Systems, Fit Out and Interior Finishes (completion of the facility): This phase / bid package will include the complete superstructure, the enclosure, (all exterior walls and the complete roofing system) the vertical transportation, all the utility systems to points of use, all central communications infrastructure, the scientific cabinetry, fixed equipment and all the interior finishes, commissioning, start up and project close out.

The Government will also conduct a Coordinated Occupancy Phase to equip and move occupants into the new facility. The CMc shall coordinate their activities as required with the Government's Occupancy Phase.

SCOPE OF SERVICES

1. Construction Manager as Constructor Scope of Services

The Construction Manager as Constructor (CMc) accepts the relationship of trust and confidence established with the Government by this contract, and covenants with the Government to furnish the CMc's reasonable skill and judgment and to cooperate with the Architect/Engineer (A/E) and the Construction Quality Manager (CQM) in furthering the best interests of the Government. The CMc shall furnish construction administration and management services and use the CMc's best efforts to perform the project in an expeditious and economical manner consistent with the interests of the Government. The Government shall endeavor to promote harmony and cooperation among the Government, A/E, CQM, CMc and other persons employed by the Government for the project.

It is the intent of the Government to utilize electronic documentation and email as much as feasible and practical for all communications, reports and records in the design and construction of this project. To this end, the Government will be implementing the use of Prolog Manager and Prolog Website on this project. The CQM will provide the database and supervise the database during the course of the project. The CMc is required to provide the appropriate number of licenses and training to perform their scope of services over the life of the project.

(a) Preconstruction Phase Services. The NIH requires the Offeror to provide all personnel, office facilities and equipment to perform the supervisory and administrative services and all subcontracted and self-performed labor, materials and equipment to perform the pre-construction effort, as summarized below. All meeting and conferences shall be conducted on the NIH campus in Bethesda, Maryland or Fort Detrick Garrison in Frederick, Maryland.

- (1) Provide constructability reviews of the design documents at the 70% and 95% submissions. Constructability reviews consist of the following primary elements:
 - (i) Materials, processes, equipment and labor are appropriate, available, non-proprietary and comply with Buy American Act provisions.
 - (ii) Drawings are complete and coordinated among disciplines.
 - (iii) Defects, conflicts, ambiguities or lack of clarity in documents are identified for correction.
 - (iv) Drawings are coordinated for multiple bid packages.
 - (v) Site accommodates access, logistics and storage.
 - (vi) Existing conditions are shown correctly and adequately.

- (vii) Construction duration and phasing of bid packages is reasonable.
- (viii) Use of bid options and unit prices are logical.
- (ix) All required construction work is included in the contract documents.
- (x) Selected building systems are compatible and viable.
- (xi) Construction details are workable.
- (xii) General condition items are properly addressed.

For each specified design submission from the A/E, the CMc will consolidate all of their design review comments on the Government provided NIH review form into a single design review report. The report will be submitted to the Contracting Officer's Technical Representative for review by the Government and transmission to the A/E for action.

- (2) The CMc shall take active participation, including attending bi-weekly design progress meetings, and responsibility for identifying and prioritizing elements of work within the project that are to be part of the scope of work for the facility. The CMc shall consult with the Government, A/E and CQM regarding site use and improvements, and the selection of materials, building systems and equipment. The CMc shall provide recommendations on construction feasibility, actions designed to minimize adverse effects of labor or material shortages, time requirements for procurement, installation and renovation/construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies. The CMc shall provide independent cost estimates when required, recommendations for the use of fast tracking, early ordering of materials, and any other procedures that will maximize the available funds for the project.
- (3) The CMc will assist the Government in problem resolution during the Construction Documents phase. The CMc will make recommendations on how to correct problems with respect to constructability, cost estimates and other administrative or technical matters, and will notify the A/E, the CQM and the Government in writing of any errors or omissions found. Routine design problems and issues can usually be resolved directly between the A/E, CQM and CMc unless contractual matters are involved. The CMc should not take any action, however, that impinges on the A/E's professional and contractual responsibility for the design of the project. The CMc will advise the Contracting Officer's Technical Representative immediately of any problem which the CMc considers beyond it's ability to resolve, particularly problems which have the potential for jeopardizing the project goals relating to the schedule, cost, quality or scope. The Government shall serve as the sole decision-maker of disputes between the A/E and CMc.
- (4) Develop a Master Project Schedule inclusive of detailed activities for Preconstruction services and preliminary construction activities and durations. Reference Specification Section 01320 for specific scheduling requirements.
- (5) Recommend to the Owner, A/E and CQM a schedule for procurement of long-lead items which will constitute part of the Work as required to meet the Project Schedule. The CMc shall procure and expedite the delivery of all long-lead items after award of the construction phase options.
- (6) Preparation of high containment concrete mix designs and required testing per the specifications.

- (7) The CMc shall prepare and maintain a Quality Control Plan (QCP) to address all quantitative performance/specification requirements, installed conditions and operating characteristics. The QCP is intended to document those inspections/tests necessary to assure the Government that product delivery, quality and performance are as required. It also serves as an inspection and coordination tool between the Government and the CMc.
- (i) For each performance requirement, the QCP shall identify the following: item/system to be tested, exact test(s) to be performed, measured parameters, inspection/testing organization and the stage of construction development when the tests are to be performed. Each inspection/test shall be coded and referenced on timeline charts to identify when tests should be performed. The CMc is not relieved from required performance tests should these not be included in the plan.
 - (ii) The CMc shall organize inspection/testing descriptions in accordance with Construction Specification Institute (CSI) divisional headings, chronological/sequence or combinations thereof to delineate all facets of design and construction.
 - (iii) For each divisional heading, the CMc shall identify all subsystems, equipment items and/or components which influence operation, function, quality or demonstrates attainment of performance requirements.
 - (iv) Identify each test parameter and represent each operating condition and all control modes of operation. For operating equipment, tests shall typically include the following for each mode of operation: capacity, flow rates, inlet/outlet conditions (temperature/pressure), power consumption, efficiency, verification of sequence start-up/shutdown, alarm conditions, utility submetering, noise generation and observed deficiencies or improper operation. Lighting tests shall identify foot-candle readings, verification of automatic control and working condition of electrical submetering. Power systems shall typically involve measuring voltage/spikes, current draw, ground resistance and working condition of electrical submetering. For static architectural/structural systems, tests shall typically include verification of location, item counts, material tests, finish grades, clearance/accessibility, etc.
 - (v) For each inspection, adjustment and test parameter, the CMc shall identify the inspection/test procedures, required preparation, adjustments contemplated, test result comparison to that designed, time of occurrence, mode of operation and the firm(s) who are to perform and witness the work.
 - (vi) During construction, the CMc must update the QCP at least two weeks prior to performing referenced tests, notifying the Government's Project Officer of schedule and procedural changes.
- (8) Preparation of a Project Specific Safety Plan.
- (9) Preparation of a Site Utilization Plan.
- (10) Preparation of a Project Specific Security Plan. The Security Plan will have to adhere to the security requirements set forth in Section H and the attached security guidelines.

- (11) The CMc shall perform a Construction Market Survey to provide current information regarding the general availability of local construction services, labor, materials and equipment cost and other economic factors related to the Project. A report of the Construction Market Survey shall be provided to the Owner.
- (12) The CMc shall develop lists of possible bidders and prequalifying bidders. This service shall include the following:
- Preparation and transmission of questionnaires.
 - Receiving and analyzing complete questionnaires.
 - Interviewing possible bidders, bonding agents and financial institutions.
 - Stimulate small disadvantaged business participation.
 - Preparing summary reports regarding this activity to the Owner.

The CMc shall also conduct a telephonic and correspondence campaign to attempt to create interest among qualified bidders.

The Owner retains the right of refusal on first and second tier subcontractors and will provide a timely reply in writing to the CMc if the Owner knows of any objection to such subcontractor or supplier.

- (13) The CMc will provide continuous VE input from the firm's experience and from input of potential sub-contractors through all phases of the contract. VE efforts shall continue throughout the life of the project (design and construction) and shall be appropriately documented by the CMc.
- (14) Define general conditions for the construction phase.
- (15) Develop and submit for approval a Subcontractor Bid and Buy-out Plan. The CMc is required to have buy-out on all subcontracts within 120 calendar days after the submission of 100% construction documents.
- (16) Within thirty calendar days after completion and issuance of the 70% Construction Documents, the CMc shall submit a Guaranteed Maximum Price Proposal. The GMP proposal shall be the sum of the estimated cost of the work, the CMc's fee, the CMc's general requirements, the Construction Contingency and the Design and Buy-out Contingency. The Government will review and negotiate the GMP proposal. The CMc shall actively participate in value engineering studies, including pricing, as required to arrive at an acceptable GMP. The approved GMP for this contract type represents the "firm fixed price" for the contract award.
- (i) The CMc shall include with the GMP proposal a written statement of its basis, which shall include:
- (a) A list of the drawings and specifications, including all addenda and the conditions of the Contract, which were used in preparation of the GMP proposal.
 - (b) A list of the clarifications and assumptions made by the CMc in the preparation of the GMP proposal to supplement the information contained in the drawings and specifications. This includes any information received from the Government, A/E or CQM to expand or further clarify the scope of work.

- (c) The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingencies and other items and the fee that comprised the GMP.
- (d) A updated Master Project Schedule, including the date of Substantial Completion and Final Completion, upon which the proposed GMP is based, and a schedule of Construction Documents issuance dates upon which the date of Substantial Completion is based.

At the 95% and 100% Construction Document submissions, the CMc shall review the documents and provide trending estimates to track any changes in cost. The CMc shall submit any changes to the GMP with supporting data to substantiate a change in the GMP for review and reconciliation with the Government. The CQM and A/E shall assist the Government in reconciling the trending estimates. The CMc shall not adjust their GMP price without receiving written approval from the CO on the trending estimates. (Get copy of HHMI Contract with section on trending estimates)

The CMc shall also work proactively with the Project Team to identify changes in cost and/or schedule during the development of construction documents and provide estimated cost for potential changes to the design. The Government will review these changes and estimated cost and provide approval before the Project Team proceeds with any design changes involving changes in cost to the project.

The CMc shall provide a monthly report identifying any changes to the GMP. This report shall identify all potential and approved changes to the GMP, including changes to the Design and Buy-out Contingency and the Construction Contingency.

- (ii) The CMc shall include a Design and Buy-out Contingency within the GMP proposal. This contingency shall cover additional costs from the development of the construction documents from 70% to 100% that should have been reasonable anticipated by the CMc. This contingency shall also cover adjustments in the Subcontractor buy-out. This contingency will not be used to cover the costs of changes in scope, which, if required, shall be incorporated by Change Order.

During the buy out of each subcontract, the CMc shall prepare a spreadsheet showing the scope of work to be purchased and the subcontractor bids. This spreadsheet shall be accompanied by a letter, with the recommended bidder for award, as well as justification for award if the recommended bidder is not the lowest bid. The CMc shall not award any subcontract prior to receiving written approval from the CO. Further, any adjustments to the Design and Buy-out Contingency shall not be made prior to receiving written approval from the CO. (Include language that Government has the right to refuse any proposed subcontractor)

At the completion of the final buy-out, any surplus in the Design and Buy-out Contingency shall be returned to the Government in the form of a deductive Change Order.

- (iii) The CMc shall include a Construction Contingency within the GMP proposal. This contingency will be in the form of an allowance for the use of the CMc to cover costs resulting from the following:

- (a) Overtime and/or acceleration costs.
- (b) Defaults.
- (c) Buy-out omissions.
- (d) Weather protection.
- (e) Additional security measures.
- (f) Adverse weather conditions in excess of lost days due to weather as described by NOAA Five-Year averages for the region.

The CMc may only use funds from the Construction Contingency with the written approval of the Contracting Officer. The CMc is required to submit a proposal to the Contracting Officer pursuant to the Change requirements (see Section H, Para. 8). However, the CMc does not receive Overhead and Profit on the use of this contingency.

At the completion of the contract, any surplus in the Construction Contingency shall be returned to the Government in the form of a deductive Change Order.

- (b) Construction Phase Services General Requirements. The CMc will provide construction administration and management services to ensure the proper execution and completion of the construction of the NIAID Integrated Research Facility.

- (1) The General Requirements for the Construction Phase are considered to be inclusive of the following for all CMc personnel, consultants and contract employees:

- (i) Wages and salaries.
- (ii) Employment taxes, insurance, contributions, assessments and benefits required by law or agreements or customary to the industry, provided that such costs are based on the above wages and salaries.
- (iii) Expenses of the CMc's principal office and other offices, including temporary facilities, including project signs, and office equipment and furnishings used on the site.
- (iv) Reproduction, facsimiles, long distance telephone calls, postage and express delivery charges and cash expenses, in direct support of the CMc's functions and within reason.
- (v) Telephone/communication services at the job site.
- (vi) That portion of the reasonable travel and subsistence expenses incurred while traveling in discharge of duties connected with the CMc responsibilities.
- (vii) Insurance premiums, not included above, as required by this solicitation.

All other costs will be considered Cost of the Work and will be included in the GMP proposal. However, the following costs shall not be included in the General Requirements or the Cost of the Work.

- (i) Overhead and general expenses, except as noted above.
 - (ii) The CMc's capital expenses, including interest on the CMc's capital employed for the work.
 - (iii) Costs due to the negligence or failure of the CMc or the CMc's Subcontractors or suppliers to fulfill a specific responsibility to the Government as set forth in this solicitation.
 - (iv) Costs which would cause the Guaranteed Maximum Price to be exceeded.
- (2) The Contractor shall perform inspections and tests throughout the construction process, including but not limited to the following: construction installation (placement/qualification measurements) and final inspections/tests (commissioning/performance certification). Periodic "Quantity" and compliance inspections shall also be conducted. The CMc shall take appropriate steps to assure the project is in a condition to receive inspections and tests.
- (i) All inspections and tests called for and/or required to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by the Government or its representatives and coordinated through the Quality Control Plan (QCP), as addressed in Paragraph C.1.a.7. When required, local code officials and municipal inspection personnel shall also witness inspections and tests as necessary. The authority having jurisdiction is the USAG. No local building permit will be required. Maryland Department of the Environment permitting and inspections will be required.
 - (ii) The CMc shall be responsible for verifying all site investigation data supplied by the Government. The Government does not warrant the accuracy, validity, completeness or relevance of anything contained in this report which is not factual in nature. The Government shall not be liable for any cost incurred by the CMc as a result of its election to rely upon non-factual elements of these documents, such as recommendations and engineering judgements.
 - (iii) The Government will provide the services of a professional Commissioning Agent. The CMc shall cooperate with the Commissioning Agent and coordinate and ensure completion of all commissioning requirements by the Subcontractors, including start-up, testing, O&M manuals, training, spare parts, tools and record documents.
 - (iv) The CMc is required to maintain an up-to-date set of As-Built Drawings and Specifications during the life of the job. The CQM will verify the accuracy and completeness of the As-Built documents on at least a monthly basis as part of the CMc Invoice review process.

- (v) The CMc shall finalize as-built Drawings/Manuals, incorporating all "As-Built" conditions. Submit record drawings and as-builts to the Government for review and approval at the completion of the construction. The A/E shall incorporate this information into an electronic record set. The CQM shall monitor the submittal of the As-Built Drawings for accuracy and completeness. Should the Government determine that variations exist between finished construction and the As-Built Drawings, the CQM shall monitor the CMc's performance to correct drawings to the satisfaction of the Government.
- (3) The CMc shall maintain at the job site, on a current basis, contract records including copies of all correspondence, submittals, progress reports and related documentation throughout the duration of construction. Files will be logically organized and indexed according to a filing system provided by or agreeable to the PM. The records will be organized and maintained so they are easily accessible. All CMc files relating to this contract and/or project will be made accessible to the Government throughout the contract duration. Such files will be turned over to the Government for record purposes prior to close out of the CMc contract. Examples of files to be maintained are:
 - (i) Correspondence.
 - (ii) Annotated submittals.
 - (iii) Formal and pending contract modifications with documentation.
 - (iv) Value engineering change proposals.
 - (v) Claims and supporting documentation.
 - (vi) Minutes from progress meetings.
 - (vii) Approved payment vouchers.
 - (viii) Documentation of significant clarifications and decisions.
 - (ix) Inspection and progress reports.
 - (x) CMc's monthly status reports.
- (4) The CMc is to keep accurate and detailed written records of project progress during all stages of construction and prepare progress reports in the format and frequency required by the Government. The CO will provide or approve formats for periodic status reports, including daily diaries, daily construction reports, monthly status reports, etc. The CMc will maintain a detailed daily construction report of all events that occur at the site, in addition to a daily diary of all events that occur at the job site or elsewhere which affect, or may be expected to affect, project progress. Monthly reports will be submitted on or before the 5th working day of each month in 8 ½ x 11 format including the following suggested information:
 - (i) Master Project Schedule summary barchart, narrative and EVMS report pursuant to Specification Section 01320 – Schedules and Reports.
 - (ii) A detailed account of the budget status.
 - (iii) Inspection report, list of deficiencies and omissions.
 - (iv) A detailed account of outstanding problems/issues.
 - (v) A detailed account of issues resolved, decisions reached, clarifications, instructions, etc.
 - (vi) Report on submittals.
 - (vii) Progress photos.

- (5) The CMc will assist the Government in coordinating, scheduling and conducting all preconstruction conferences. The CMc will conduct other meetings as necessary or as requested by the CO. The CMc will record and provide minutes for all meetings.
- (6) The CMc will assist the Government in conducting weekly progress meetings. The progress meeting will be held at the construction site. The CMc should be ready to discuss the progress on the CPM update, submittals, progress, status of old business and any new business.
- (7) The submittals required of the CMc (e.g., shop drawings, samples, certificates, catalog data, test reports, warranties, and operating manuals) are specified in the construction contract documents.
 - (i) The CMc will develop a complete list of submittals from the construction contract for monitoring purposes. The CMc will establish a submittal control system for processing all construction submittals, including a process flowchart. The CMc's submittal control process will include target time periods for delivery, review, and return consistent with the review periods specified in the construction contract. The submittal control process will include initial delivery and distribution, logging, review, mark-up, approval/rejection, return distribution, resubmittal processing, and tracking/monitoring. The A-E will review submittals and recommend approval, approval as noted, or rejection. The Government will have the ultimate approval authority.
 - (ii) The CMc is responsible for facilitating the review and approval of submittals so as to keep processing times to the minimum. Under the terms of the construction contract, the CMc will be required to prepare submittals in time to support corresponding construction activities, allowing sufficient time for the Government and the A/E's review. If delays are encountered or anticipated in the receipt of submittals or in the processing of submittals, the CMc will develop strategies for mitigating the delays and assist the Government with remedial follow-up actions.
- (8) The CMc is responsible for safety at the construction site. The CMc is also responsible for preparation of a safety plan and for carrying out the safety plan. The CMc staff shall maintain conformance to the safety plan throughout the course of construction. CMc inspectors shall consider safety a key element of their daily inspections. The CMc is required to cooperate with officials of other agencies (Federal and/or state) who are vested with authority to enforce requirements of the Occupational Safety and Health Act. If required, the CMc will assist the Government in preparing accident and fire reports.
- (9) Implementation of the Project Specific Security Plan.

- (10) The CQM, along with the A/E, will assist the NIH in quality assurance inspections of the CMc and subcontractors' workmanship, materials, and equipment for conformity with requirements of the construction contract, i.e., against the contract drawings and specifications, subsequent contract modifications, and approved submittals. The CQM will promptly report to the CMc, in writing, observed variances from the contract requirements with a copy to the CO, advise the CO if the Contractor fails to promptly remove, correct, or replace unacceptable construction work, and assess any delays caused by contractor. Throughout construction the CMc will maintain an up-to-date list of defects and omissions. The CMc will prepare and maintain inspection reports. The NIH will conduct the final inspection with assistance from the CQM and the A/E. The Government's inspection of work and comments in no way relieves the CMc from any contractual obligation, code requirement, or any other law, regulation, or restriction applicable to the work.

- (11) The CMc is responsible for conducting required tests and for submitting test results to the NIH. The CMc will review the construction contract and identify all tests that are required to perform and prepare a complete testing schedule. The CMc's testing responsibilities include:

- (i) Verifying that tests are conducted as scheduled.
- (ii) Witnessing selected tests.
- (iii) Checking test results.
- (iv) Retaining test records.
- (v) Summarizing significant test results in progress reports.
- (vi) Notifying NIH of test failures and planning corrective actions.
- (vii) Overseeing corrective actions and re-testing.

The CMc may be asked to perform independent or verification tests for NIH. Such tests may be performed by the CMc's in-house staff, if certified or by subcontract to a certified testing laboratory.

- (12) A Request for Information (RFI) is a question posed by the CMc seeking clarification of contract requirements. The RFI shall be in writing, but is encouraged that questions or initial discussions be expressed orally in a formal setting such as a progress meeting and recorded in the minutes. The RFI and response provide a documented history of the issue, and are considered a no-cost clarification to the contract for construction. An RFI can result in a contract modification, but such modifications must be approved and processed as formal contract modifications, with cost and time delineated.

- (i) The CMc shall be responsible for initiating any needed RFI's only after initial coordination and clarification talks with the A/E and for maintaining a log of all RFI's and coordinating RFI's among the subcontractors, A/E, CQM and NIH. The CMc shall formalize procedures for processing RFI's, including a process flowchart, so that all parties understand and agree to their respective roles and responsibilities.
- (ii) If the CMc can demonstrate to the CQM that the information contained in the contract documents is insufficient to formulate a response to the RFI, the CMc shall forward the RFI to the A/E for a written response, which may include additional design documents. The CMc shall then review the A/E's response and, with the concurrence of the CQM, forward the response to the appropriate subcontractor.

- (iii) The CMc shall advise the A/E and the CQM of all RFI responses, and confirm that all parties agree with the contract interpretation contained in each response. The CMc shall be responsible for expediting the processing of RFI's to minimize response times.
- (13) The CMc will develop a standard procedure for coordinating work between the CMc, CQM, A/E, and NIH in processing modifications, change orders and GMP commitments, including subcontract awards and contingency expenditures. The CMc shall verify that with each contract modification, time and cost are properly delineated.
- (14) The CMc is responsible for taking progress, final and interior photography on this project. Each photograph/video will be labeled with at least the following:
 - (i) Project, Building, City, State.
 - (ii) Type of photograph (progress, special, final, etc.).
 - (iii) Date taken.
 - (iv) Subject matter and view point.
 - (v) Name of CMc and photographer.
 - (vi) Description of weather conditions.

The CMc will provide final color photographs when the project is complete. They will be produced with such professional and artistic skill to be suitable for exhibition. Exterior photographs will be taken from four points of view to be selected by the CO or PM. The CMc will provide two interior photographs from points of view to be selected by the CO or PM. The CMc will provide the negative and three printed photographs of each view.

- (15) The services described above, Construction Manager as Constructor Scope of Services, is not a complete list of the services the CMc will be required to perform. Throughout the construction phase the CMc will perform or assist NIH in performing other various tasks. Examples of other tasks may include recommending solutions to delay problems encountered and any or all services associated with the design and renovation of the facility.

PART I – SCHEDULE

SECTION D – PACKAGING AND MARKING

ARTICLE D.1: PAYMENT OF POSTAGE AND FEES

All costs incurred by the contractor for postage and fees required for performance of this contract shall be paid by the contractor.

ARTICLE D.2: MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the Contract Number.

PART I – SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

ARTICLE E.1: FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<u>FAR</u>	<u>CLAUSE TITLE AND DATE</u>
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-12	Inspection of Construction (AUG 1996)

ARTICLE E.2: INSPECTION AND ACCEPTANCE

The office designated as having responsibility for the inspection and acceptance of the construction work under the project is the Division of Capital Project Management, Office of Research Facilities Development and Operation, The National Institutes of Health, Bethesda, Maryland. The final acceptance letter, which will be prepared by that office upon completion/acceptance of the project, will be signed by the Contracting Officer.

ARTICLE E.3: FINAL INSPECTION

The Contractor shall notify the following personnel in accordance with the requirements in the specifications:

1. Contracting Officer
2. Contracting Officer's Technical Representative
3. CQM

PART I – SCHEDULE

SECTION F – DELIVERIES OR PERFORMANCE

ARTICLE F.1: FAR 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 928 calendar days following Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

ARTICLE F.2: FAR 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

1. If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages the sum of seven thousand and twenty-eight dollars (\$7,028) for each day of delay.
2. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
3. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of Clause)

ARTICLE F.3: FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to in drawings and specifications is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| (a) | The indications of physical conditions on the specifications and drawings are the result of site investigations by sampling, survey and field observations of existing conditions. | |
| (b) | Weather conditions | [N/A] |
| (c) | Transportation facilities | [N/A] |
| (d) | | [N/A] |

(End of Clause)

ARTICLE F.4: FAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

ARTICLE F.5: EARLY COMPLETION

Offeror warrants that Offeror shall not propose a Project Schedule showing a planned completion date earlier or later than 928 calendar days following Notice to Proceed. Furthermore, Offeror warrants that it has in fact prepared its offer consistent with the foregoing requirement.

PART I – SCHEDULE

SECTION G – CONTRACT ADMINISTRATION DATA

ARTICLE G.1: CONTRACTING OFFICER

The following Contracting Officer will represent the Government for the purpose of this contract:

Barbara Taylor
Contracting Officer
National Institutes of Health
Building 13, Room G800
13 South Drive, MSC 5711
Bethesda, Maryland 20892
Telephone: (301) 435-4333
Facsimile: (301) 402-1103
taylorb@ors.od.nih.gov

The Contracting Officer is responsible for:

- (a) Increases or decreases in the contract amount;
- (b) Directing or negotiating any changes (FAR 52.243-4);
- (c) Modifying or extending the period of performance;
- (d) Changing the schedule of completion;
- (e) Authorizing payment under this contract; and
- (f) Otherwise modifying any terms or conditions of this contract.

ARTICLE G.2: CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The following Contracting Officer's Technical Representative will represent the Government for the purpose of this contract:

Frank M. Kutlak, R.A.
Contracting Officer's Technical Representative
National Institutes of Health
Building 13, Room 2S75
13 South Drive, MSC 5742
Bethesda, Maryland 20892
Telephone: (301) 402-3691
Fax: (301) 496-0326
kutlakf@ors.od.nih.gov

The COTR is responsible for:

- (a) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements;
- (b) Interpreting scope of work;

- (c) Performing technical evaluation as required;
 - (d) Performing technical inspections and acceptances required by this contract;
 - (e) Assisting the Contractor in the resolution of technical problems encountered during performance; and
 - (f) Assisting the Contracting Officer in directing or negotiating any changes in terms, conditions, or amounts cited in the contract.
1. Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Technical Representative. The term "Technical Direction" is defined to include, without limitation, the following:
- (a) Directions to the Contractor which redirect the effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the description of the work set forth in this contract;
 - (b) Provision of information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description; and
 - (c) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under this contract.
2. Technical direction must be within the general scope of work stated in the contract. The Contracting Officer's Technical Representative does not have the authority and shall not issue any technical direction which:
- (a) Constitutes an assignment of additional work outside the general scope of the contract
 - (b) Constitutes a change as defined in the clause entitled "Changes";
 - (c) In any manner cause an increase or decrease in the total estimated cost; or
 - (d) Change any of the expressed terms, conditions, or specifications of the contract.
3. All technical direction that does not fall under Paragraph 2 above shall be issued by the Contracting Officer's Technical Representative and shall be confirmed by them in writing within five (5) working days after verbal issuance. The Contractor shall proceed promptly with the performance of technical directions duly issued by the Contracting Officer's Technical Representative in the manner prescribed by this article and within the Contracting Officer's Technical Representative's authority under the provisions of this article. If, in the opinion of the Contractor, any instructions or direction issued by the Contracting Officer's Technical Representative is within one of the categories as defined in subparagraph 2.a through 2.d above, the Contractor shall not proceed but shall notify the Contracting Officer in writing promptly after receipt of any such instruction or direction and shall request a Contracting Officer's decision. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in their opinion, the technical direction is within the scope of this article and does not constitute a change order under the clause entitled "Changes". The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or

upon the action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes".

ARTICLE G.3: FORT DETRICK GARRISON

1. Representatives of the U.S. Army Ft Detrick Garrison Command (USAG), the Ft Detrick Directorate of Installation Services (DIS) and the United States Army Medical Research Institute for Infectious Diseases (USAMRIID) and other Army or Government organizations will be providing logistics and support during the design and construction of this project. Coordination, as required, with these authorized representatives will be required as a part of the CMc scope.
2. The CMc shall ensure that all construction activities will be closely coordinated with the Ft Detrick Garrison Command and that the construction impacts on the Ft Detrick operations will be kept at a minimum.

ARTICLE G.4: CONSTRUCTION QUALITY MANAGER

The following Construction Quality Manager is a firm under contract to the Government and will provide technical, contractual, and administrative support to the Contracting Officer and Contracting Officer's Technical Representative for the purpose of this contract:

Jacobs
1100 North Glebe Road
Suite 500
Arlington, Virginia 22201
Telephone: (571) 218-1000
Fax: (571) 218-1400
Project Manager: Jeffrey Anderson
jeffrey.a.anderson@jacobs.com

ARTICLE G.5: PAYMENTS

1. Payment to the Contractor shall be in accordance with the clause of this contract entitled "Payments Under Fixed-Price Construction Contracts", FAR 52.232-5 (SEP 2002), incorporated by reference.
2. The Contractor shall comply with the requirements of Division 1 of the specifications regarding periodic applications for payment. The cost of overhead items, except bonds, shall be prorated evenly throughout the contract period. The total value of the schedule of values in the CPM schedule shall total the amount of the contract.
3. Unless a different time period is stated elsewhere in this contract, inspection/acceptance required by this contract will be completed by the Government no later than thirty Government working days after the goods are delivered or service is rendered.
4. Contractor shall certify final payment with the following statement: "This is the final payment. No additional charges or invoices will be submitted." Also, the Contractor must submit a "Contractors Release for all Contracts" (NIH 2582) along with the final application for payment.
5. Documentation to be included with all invoices submitted to the NIH AECCB Branch shall include:
 - (a) Certified Payrolls
 - (b) Recapitulation Sheet

6. No invoices will be processed for payment unless certified payrolls are attached.
7. Daily logs and reports shall be sent to the Contracting Officer's Technical Representative, as directed in the specifications.

ARTICLE G.6: PAYMENT CERTIFICATION

The Contractor, prior to receiving a progress or final payment under this contract shall submit to the Contracting Officer a certification that the Contractor has made payment from proceeds of prior payments, or that he will make timely payment from the proceeds of the progress or final payment then due him to his subcontractors and suppliers in accordance with his contractual arrangements with them.

ARTICLE G.7: CONTRACTOR'S RELEASE FROM CLAIMS

Prior to final payment, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government, other than such claims as the Contractor may identify. The amount of each expected claim shall be described and stated.

ARTICLE G.8: INVOICING AND PAYMENT

1. Proper invoice(s) must be consecutively numbered and contain:
 - (a) Name and Address of Contractor.
 - (b) Invoice Date.
 - (c) Contract Number, ADB Number and Work Request Number.
 - (d) Invoice Number.
 - (e) Description of Work for which invoice is requesting payment.
 - (f) Delivery and Payment Terms.
 - (g) Name and address (previously established) where payment is to be sent.
 - (h) Name, title, phone number and mailing address of contact regarding defective invoices.
 - (i) Signature of Company Official.
 - (j) Documentation required elsewhere in this contract.
2. Invoices shall be submitted as follows:

Accounts Payable, Financial Management Branch
Building 31, Room B1B39
Special Processing – Invoice Approvals
National Institutes of Health
Bethesda, Maryland 20892
Telephone: (301) 496-6088

(Original without documentation)

AECCB ORF
Building 13, Room G-800, MSC 5711
National Institutes of Health
Bethesda, Maryland 20892
Attn: Barbara Taylor
Telephone: (301) 435-4333

(Four copies with documentation)
3. Electronic Funds Transfer. The following shall be submitted to the billing offices listed above no later than 14 calendar days prior to submission of an invoice as required by FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment (PCT 2003), incorporated by reference:
 - (a) The contract number to which this notice applies.

- (b) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.
- (c) The signature (manual or electronic, as appropriate), title and telephone number of the Contractor official authorized to provide this information.
- (d) For ACH payments only:
 - (1) Name, address and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (2) Contractor's account number and the type of account (checking, savings or lockbox).
 - (3) Completed ACH Vendor/Miscellaneous Payment Enrollment Form.

PART I – SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1: WAGE RATES

1. A wage determination of the Secretary of Labor shall be implemented in accordance with the statutes for labor standards requirements for contracts over \$2,000 involving construction (FAR SUBPART 22.4). (See FAR Clauses 52.222-6 through 52.222-15) General Decision Number MD20030009, Modification No. 1, dated April 2, 2004 is attached.
2. If a contract has not been awarded as a result of this solicitation within 90 days after receipt of offers, any wage rate modifications published in the Federal Register prior to award shall be effective with respect to that contract unless an extension of the 90 day period has been granted by the Administrator, Wage and Hour Division, Department of Labor.

ARTICLE H.2: INSURANCE

1. The Contractor shall, at his own expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and amounts set forth below:
 - (a) Worker's Compensation and Employer's Liability

Contractors are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
 - (b) General Liability

Contractors are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$2,000,000 per occurrence.
 - (c) Automobile Liability

The Contractor is required to have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
2. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required by the Schedule, and providing for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

3. The Contractor shall also require all first-tier subcontractors who will perform work on a Government installation to procure and maintain the insurance required by the Schedule during the entire period of their performance. The Contractor shall furnish (or assure that there has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of Paragraph 1 above for each such first-tier subcontractors at least five (5) days prior to entry of each subcontractor's personnel on the Government installation.
4. Current certificates of insurance shall be furnished by the Contractor and first tier subcontractor(s) to the Contracting Officer before starting work under this contract.

ARTICLE H.3: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

1. In addition to instructions set forth in FAR 52.236-21 (FEB 1997), the following, regarding specifications and drawings, also apply:
 - (a) Also includes any samples of material requested.
 - (b) Submittal data shall be coordinated so that all interdependent component parts and systems of the installation are included in a single coordinated submittal.
 - (c) Submittal data shall be reviewed by the Contractor for compliance with specification requirements, coordination, etc., prior to submittal and shall be so certified on the submittal by appropriate stamp and/or notation.
 - (d) All submittal data shall be delivered at the Contractor's expense unless otherwise specified. Submittal data shall be submitted as specified in Project Specifications (see Section J, Attachment No. 1). Submittal data shall be accompanied by a letter of transmittal setting forth:
 - (1) The date.
 - (2) The name of the project.
 - (3) Appropriate description of submitted items, including reference to specification paragraph, submittal summary sheet item number, etc.
 - (e) The Contractor shall submit and have reviewed all data and samples required before 20% of the construction period has expired.
 - (f) Approved samples not destroyed in testing will be sent to the Contracting Officer's Technical Representative at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples.
 - (g) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment which previously has proven unsatisfactory in service.
 - (h) Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer's Technical Representative for testing. Samples failing to meet contract requirements will automatically void previous approval of test items tested. The Contractor shall replace such materials or equipment to meet contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

- (i) The Contractor shall keep on the work site an approved copy of all shop drawings and other submittal data.

ARTICLE H.4: GENERAL CONDITIONS

1. General. Where the Term "NIH Reservation" appears herein, it shall be defined as the NIH Bethesda campus and all "off reservation" NIH facilities. Where the term "Garrison" appears, herein, it shall be defined as the Fort Detrick Garrison.
 - (a) General Contractors (including subcontractors), their officials, employees, and all other persons visiting or conducting business on the NIH Reservation, NIH Animal Center, Federal Building, Park Building or Danac Warehouse, and future construction sites pertaining to NIH facilities in connection with contract work shall conform to these requirements. The CMc shall be responsible for the enforcement of these requirements by his subcontractors.
 - (b) Before work is started, the Contractor shall furnish to the NIH Contracting Officer's Technical Representative, the name of the principal responsible official for the contract plus at least one alternate, with their home addresses and phone numbers, who may be contacted in case of emergencies occurring outside the regular hours of work. Similar information shall be furnished concerning all subcontractors.
 - (c) The Contracting Officer's Technical Representative shall act as the liaison between the Contractor, NIH and Fort Detrick Garrison, activities to provide or obtain:
 - (1) Truck routes for delivery of supplies and equipment.
 - (2) Storage areas for Contractor's materials and equipment (limited to the Contractor's site).
 - (3) Parking areas for Contractor's trucks, cranes, etc., and personal vehicles of Contractor's employees, within limits of space available.
 - (4) Approvals, clearances, permits and inspections by NIH and Garrison activities.
 - (5) Notification to affected NIH and Garrison activities regarding interruptions of service and blasting operations.
 - (6) Compliance of the Contractor with the general and specific requirements listed herein.
 - (d) Contractors shall comply with all orders and directions of Fort Detrick Garrison Police and Firemen.
2. Construction Schedule
 - (a) Within ten (10) calendar days of receipt of the Notice to Proceed, or within the time set forth in the specifications, the Contractor shall submit a proposed construction schedule for review and approval by the Contracting Officer's Technical Representative. The construction schedule shall be approved in writing by the Contracting Officer before any site work is started. The construction schedule shall be prepared as required in the specifications. If the specifications do not state the type of schedule to be submitted, the schedule shall be prepared in bar graph form following the outline of the component divisions and subsections of the project specifications.

- (b) Schedules shall be updated as required by the specifications, but not less than monthly. If realistic schedules, including the original schedule, are not submitted within the time required in the contract, no claim for impact delay will be considered for the period that the schedule is untimely. This requirement is necessary in order that the preparation of the schedule(s) are known and able to be reviewed in light of current conditions.
3. Hours to Work. The Contractor will be permitted to work on the job at the Fort Detrick Garrison during the regular hours of 7:00AM to 5:00PM, Monday through Friday, except the following holidays (some are observed on the preceding Friday or following Monday when they occur on a Saturday or Sunday):

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day
Inauguration Day (certain years)	

(Reference <http://www.opm.gov/fedhol/index.asp>)

Work at any other time including holidays must be scheduled and requested in advance, approved in writing by the Contracting Officer's Technical Representative and the schedule delivered to the Fort Detrick Garrison prior to the start of work.

4. Utility Shutdowns. All outages or modifications to any utility systems must be scheduled and approved by the Contracting Officer or his/her representative(s). Contractors shall not cut, disconnect, switch, open, or alter position of valves, or otherwise interrupt any utility systems, piping systems, electric services, etc. without prior approval of the Contracting Officer's Technical Representative. Shutdown of any utility service which will affect service to any areas other than those in the contract area, must be requested in writing a minimum of twenty-one (21) working days in advance, and requires written confirmation/approval prior to service interruption. This work shall be accomplished outside normal Garrison working hours, at no additional cost to the Government.
5. Material Delivery, Storage Areas and Debris Removal
- (a) Material Delivery. Contractors shall arrange for the deliveries of supplies or material and equipment to the work site or designated storage areas via previously approved routes. Deliveries shall be made during the regular Garrison working hours and only when the Contractor's Representative is available to receive them. If a Contractor's Representative cannot be located, the Garrison Police Force has standing instructions not to allow the material to be unloaded at the construction site. When deliveries must be made outside normal Fort Detrick Garrison work hours, they must be scheduled for a pre-designated time in advance through the Contracting Officer's Technical Representative or Construction Quality Manager so that the Garrison Police can arrange site access.
- (b) Storage of Materials. The Contractor shall be responsible for storing all of the long-lead-time materials and equipment, as designated within the project's specifications and drawings.

- (c) Debris Removal. Removed materials, which are designated in the specifications and drawings as Contractor's property, or debris shall be promptly removed from the job site and the Fort Detrick Garrison. Storage and/or collection of debris inside or outside buildings will not be permitted. Contractors shall remove all debris and other material from the job site and Fort Detrick Garrison with their own carts, containers, and/or refused disposal facilities. Government facilities may not be used for this purpose. When debris must be removed from buildings outside normal Garrison work hours, it must be scheduled for a designated time in advance (the same as for material deliveries).
- (d) Combustible debris and trash must be removed from the work site daily.
- (e) No corridor or stairwell can be locked, blocked, closed or used for storage without the written permission of the Contracting Officer's Technical Representative.
- (f) Keep passage through all corridors clear and without obstructions at all times. Do not block the emergency egress with construction supplies, equipment or debris.

6. Fire Prevention

- (a) Contractors are responsible for promptly replacing/recharging any self-owned fire extinguisher that has been discharged.
- (b) All construction trailers shall not be moved into place or erected on the Garrison without prior approval by the Fort Detrick Fire Department as to location, type and method of heating and lighting. They must be located within the Contractor's assigned area and are generally restricted by a minimum separation distance of 40 feet to an adjacent trailer or an occupied building. In cases where this separation distance is not feasible, additional fire protection features will be required dependent on the maximum separation distance which can be attained. The Fort Detrick Fire Department shall be consulted to determine the additional fire protection features which must be incorporated.
- (c) The installation of aboveground or underground tanks for fueling the Contractor's equipment must be approved by the Fort Detrick Fire Prevention Section.
- (d) Contractor shall not use water from fire hydrants to standpipe risers without prior approval from the DIS & Fort Detrick Fire Department. In the event of actual emergencies, the fire department may discontinue the use of water from fire hydrants and/or standpipe risers without advance notice.
- (e) Water pressure surges frequently trip sprinkler system water flow alarms and electric power switching surges can affect fire alarm systems. Therefore, contractors shall not open or close valves to new water lines or switch large electric loads on or off without the appropriate Garrison office (i.e., Fire, Electric, Plumbing).
- (f) The Contractor shall obtain a Hot Work Permit from the Fort Detrick Fire Department for any work involving heating, soldering, brazing, gas or electric welding, flame-cutting, tar kettles, salamanders, or other flame or heat-producing devices, both inside and outside occupied buildings.
- (g) The Contractor shall provide fire extinguishers, fire blankets and fire watch personnel as required by the Hot Work Permit.

- (h) Accumulation of combustible waste materials and rubbish is prohibited. Such trash shall be removed promptly from the construction site by the Contractor on a daily basis. Burning of waste material and rubbish is not permitted.
- (i) The bulk storage of combustible and flammable building materials in corridors, cross-corridor intersections, stairwells, lobbies, and mechanical rooms is prohibited. Good housekeeping shall be maintained and means of egress shall be kept clear at all times.
- (j) The nightly storage of oil painting materials and supplies in corridors, cross-corridor intersections, stairwells, lobbies, and mechanical rooms is prohibited. Such materials shall be kept in locked and ventilated rooms or removed from the building each night.
- (k) The use of equipment fueled by petroleum products such as gasoline and fuel oil, etc. is prohibited in all buildings. The use of propane operated equipment will be approved by the Fort Detrick Fire Department on a case by case basis. If approved, storage of a flammable liquid in a building will be limited to the fuel tank capacity of such equipment.
- (l) All material used for the erection of temporary dust barriers or building enclosure shall consist of only noncombustible or fire retardant materials. All polyethylene plastic sheeting used for any use within the building, including asbestos abatement projects shall be fire retardant treated.
- (m) In the event of an emergency in a construction site that has been secured with a lock and chain, the Fort Detrick Garrison Fire Department will cut the chain to gain entry. The Contractor shall be responsible for a new chain.
- (n) The Contractor shall provide the Fort Detrick Garrison Fire Department a call back list of home phone numbers of Contractor representatives to reach in the event of an emergency during off-hours.
- (o) Maintain a Material Safety Data Sheet binder. The binder shall include all hazardous materials used on the construction site and shall be clearly identified, and easily accessible to the fire department after work hours. Fort Detrick Garrison Fire Department shall be notified in writing of the binder location.
- (p) Any request for a roadway closing (14 calendar days notice required) shall be prearranged. The standard form for the temporary use of a Fort Detrick Garrison roadway shall be completed by the Contractor. (Forms shall be obtained from the Contracting Officer's Technical Representative.) Approval shall be obtained from Fort Detrick Garrison.
- (q) All required standpipe systems and sprinkler systems shall be maintained in conformity with the progress of building activity in such a manner that they are always in working order. The Fort Detrick Garrison Fire Department shall be notified before any fire protection systems is shutdown.
- (r) All new structures under construction, which will be over three stories in height shall be equipped with a standpipe system. The system shall be either temporary or permanent in nature, and shall be installed in accordance with the NFPA 14 and approved by the Fort Detrick Garrison Fire Prevention Section. Temporary standpipes shall remain in service until the permanent standpipe installation is complete.
- (s) Penetrations in fire and smoke walls must be properly sealed at the end of each work shift.

- (t) Use of all flammable, oxidizing, or irritating adhesives, cleaners, paints, coverings and compressed gases is restricted. An approved chemical safety site plan must be obtained from the Occupational Safety & Health Branch, Division of Safety (496-2346) prior to the use of the materials. Consult the Contracting Officer's Technical Representative.

7. Security

- (a) Contractors shall be responsible for security of their property and material from theft and vandalism.
- (b) The Government does not accept responsibility for loss or damage to any property or work it has not accepted.
- (c) Contractors shall be responsible for excluding all but authorized persons from their work sites.
- (d) Contractors and their employees shall immediately report any known violations of law or regulations, or the discovery of unaccountable property, either private or Government-owned, to the Contracting Officer's Technical Representative or Construction Quality Manager.
- (e) Conduct on Federal Property. Contractors are advised that operating a motor vehicle when entering upon or while on Fort Detrick Garrison property by a person under the influence of alcoholic beverages, narcotic drugs, including hallucinogens, marijuana, barbiturates or amphetamines, is prohibited. Entering upon the property, or while on the property, under the influence of, or using, or possessing any narcotic drug is prohibited. Such prohibition shall not apply in cases where the drug has been prescribed by a physician. Entering upon the property, or being on the property, under the influence of alcoholic beverages is prohibited. The use or possession of alcoholic beverages on Fort Detrick Garrison property is prohibited unless, upon occasions and at specific locations which the Commander of Fort Detrick Garrison or his delegated official has for appropriate official uses, granted an exemption in writing.

8. Motor Vehicles and Parking Regulations

- (a) All persons driving motor vehicles on the NIH Reservation in connection with contractor business, including the driving of employees' personal vehicles, shall abide by the Conduct of Persons and Traffic on Certain Federal Enclaves, dated July 21, 1980, as a condition of being permitted to enter the Reservation and as part of the contract.
- (b) Parking Policy for Construction Personnel and Miscellaneous Contract National Institutes of Health (NIH) Bethesda, Maryland Campus

The purpose of this clause is to establish clear directives for parking of Construction/Contract service vehicles and their personnel. Construction/Contract service categories have been established to identify policies specific to individual user groups.

- Contractor personnel shall use paid visitor parking areas.

9. Grounds, Roads, and Walkways

- (a) Contractors shall perform their work in such a manner as to cause minimum damage to roads, walkways, and plantings, including lawns, shrubs, and trees. Any damaged items not specifically designated in the contract specifications for demolition, removal or alteration shall be restored to original condition or replaced, as satisfactory to the Contracting Officer's Technical Representative. Ground areas disturbed during construction shall be landscaped and planted to original condition as promptly as possible. During the progress of the contract the Contractor shall, within the construction area, protect and maintain all plant material including lawns and temporary ground cover by mowing, spraying, watering, etc., sufficient to provide a level of maintenance conforming to that of other areas of the Reservation, and at no time shall weeds or undesirable grasses be allowed to seed.
- (b) Contractors shall not create obstruction to the flow of traffic on Fort Detrick Garrison roadways, including temporary reductions in horizontal or vertical clearances, except in accordance with schedules and by such means satisfactory to the Contracting Officer's Technical Representative.

10. Sanitation

- (a) Food Service shall be arranged through the Fort Detrick Garrison.
- (b) Food or drink are not permitted within the building. Contractors shall maintain their working areas free from food debris and wrappers. Contractors shall provide covered trash containers in the number and type approved by the Fort Detrick Garrison and shall be responsible for the sanitary collection and prompt removal of trash in these containers from the Garrison grounds.
- (c) All temporary toilets used by the Contractor must be approved as to number, location, and construction by the Fort Detrick Garrison. The Contractor will make arrangements to secure this approval with the Contracting Officer's Technical Representative or the Construction Quality Manager.
- (d) Fort Detrick Garrison will periodically inspect the site for the presence of insects and rodents. If a significant problem related to contractor activities is found, Garrison authorities will institute action to eradicate the infestation, back-charging the Contractor for this service.

11. Project Record Drawings

- (a) The Contractor shall set aside at the site one set of Contract Drawings to be used as Project Record Drawings (As-Built). As-Built shall be kept current and will be checked by the Contracting Officer's Technical Representative as a prerequisite for Invoice approval.
- (b) The Contractor shall record on the Project Record Drawings all changes to accurately show as-built conditions.
- (c) The Contractor shall use colored pencils for notes, sketches, cross references to drawing details, etc. Pasted-on data, sketches, etc., will be accepted provided they do not cover any of the drawing data, manufacturers' names, model numbers, size, rating, etc., of equipment.

- (d) The Contracting Officer's Technical Representative must review and concur with all data placed on the drawings. The completed Project Record Drawings shall be given to the Contracting Officer's Technical Representative at the conclusion of the job.

12. Protection

- (a) When work is performed over a public thoroughfare such as a sidewalk, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exist, as during the erection of building walls or during demolition, special protection or the type detailed in 29 CFR 1910/1926 shall be provided.
- (b) Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).

13. Hazardous Materials

- (a) For definition of Hazardous Material refer to hazardous materials/substances included in subparts H and Z of 29 CAR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, and radioactive material, but may include others. The most likely products to contain asbestos are sprayed-on fireproofing, boiler lagging, and pipe covering.
- (b) The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he or she encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the Contractor to perform tests, and/or the material is found hazardous and additional protective measures are needed, unless the contract specifications and drawings require remediation of hazardous material under the contract price, a contract change may be required subject to the "Differing Site Conditions" clause (FAR 52.236-2) incorporated by reference.
- (c) Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of the work shall comply with the applicable regulations.
- (d) If hazardous materials are disposed of off site, submit copies of permits from applicable, Federal, State, or municipal authorities.
- (e) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to health and safety of personnel during execution of work, and shall hold the Government harmless for any action on his/her part or that of his/her employees or subcontractors which results in illness, injury or death.

14. Safety and Accident Prevention

- (a) Contractors working on the Fort Detrick Garrison shall be responsible for compliance with all applicable safety regulations and standards issued under the provisions of the Williams/Steiger Occupational Safety and Health Act and other applicable regulations issued by state, county, or local authorities. Any deviations from the OSHA regulations will require a variance from the OSHA authorities prior to initiating the change. Copies of the Williams/Steiger Occupational Health Regulations for Construction, are available for reference from the Contracting Officer's Technical Representative or the NIH Safety Office. Copies may also be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- (b) Contractors shall safeguard the work site and perform all operations in such manner as to insure that their employees, Government personnel, and others who may gain access to the site will not be endangered.
- (c) Contractors shall provide illuminated barricades, flags, warning signs, and lighting at excavations, open manholes, damaged roads, or walks, and any interior danger areas, other open or broken surfaces, resulting from the Contractor's operations. Similar barriers and warning devices shall be provided by the Contractor to limit access to hazardous work areas, such as pavement-breaking operations and overhead work that requires the use of cranes, ladders, or scaffolds.
- (d) Explosives shall not be brought on the Fort Detrick Garrison without permission from the Occupational Safety and Health Activities Section Fort Detrick Garrison Office). Contractors shall obtain a written permit for the use of explosives at least five (5) days prior to the actual date of use. For blasting operations, the Contractor shall provide personnel, flags, signs, barricades, and other appropriate means of adequate warning.
- (e) Where work requires entrance into a room posted as a "Restricted Area," which might present danger to Contractor's personnel in the form of pathogenic, radioactive, or chemical agents, the Contractor shall request instruction from the Contracting Officer's Technical Representative as to required protective measures, and shall abide by such instructions.
- (f) The Contractor shall be responsible for the enforcement of these safety rules by its subcontractors. Questions concerning safety shall be submitted to the Contracting Officer's Technical Representative for clarification by Ft Detrick Garrison. The NIH or the Fort Detrick Garrison has the authority at any time to enter a contractor's construction site, in conjunction with the Contracting Officer's Technical Representative for the purpose of conducting a safety survey.
- (g) A contractor working on the Fort Detrick Garrison is required to promptly report any accident suffered by his employees to the Contracting Officer's Technical Representative who will in turn notify Fort Detrick Garrison. Accident as used in this requirement includes near misses, which potentially could have resulted in injury or property damage.

ARTICLE H.5: PROPOSAL SUBMISSION DUE TO CHANGES

1. The Contractor shall submit a proposal for all changes in the work within 30 days from the effective date of the change order or request for proposal. With each proposal for a change involving an increase or decrease in the amount of the contract, the Contractor shall submit separately an itemized breakdown that will include but not be limited to the following:
 - (a) Material quantities and unit price (Separated into trades).
 - (b) Labor Costs (Separate into labor classifications and hourly rates).
 - (c) Construction Equipment.
 - (d) Workmen's Compensation.
 - (e) Overhead.
 - (f) Profit.
 - (g) Employment taxes under FICA, FUTA and SUTA.
 - (h) Bond.
 - (i) Sales Tax.
 - (j) Direct Performance Time of Change.
 - (k) Impact on Schedule, if any.
 - (l) Impact Costs, if any.
2. In considering proposals for changes involving added work, omitted work, or any combination thereof, estimates will be checked in detail by the NIH, utilizing unit prices where specified or agreed upon, with the view of arriving at equitable adjustments.
3. When the necessity to proceed with a change does not allow sufficient time to properly check a proposal, or because of failure to reach an agreement, NIH may direct the Contractor to proceed immediately with the work.
4. Proposals and breakdown should be submitted as promptly as possible, but in no event later than 30 days.
5. All proposals shall be submitted in accordance with the requirements of FAR 15.8. Should a proposal cost exceed \$500,000 for a change, certified cost or pricing data should be submitted on SF1411 in a format that satisfies the requirements of FAR 15.804-6. When certified cost or pricing data are required, the contractor shall submit an executed Certificate of Current Cost or Pricing Data as soon as practicable after price agreement is reached.
6. Allowable overhead, profit, and percentages for trade contractors are given at the end of this paragraph. These percentages shall be limited to two tiers only and shall be considered to include, but not limited to, all insurance other than FICA, FUTA, SUTA (except for CMc) and Workmen's Compensation, field and office supervisors and assistants, proposal preparation and negotiation, use of small tools, incidental job burdens, and general office expense.

No percentages for overhead and profit shall be allowed on FICA, FUTA or SUTA. The percentages for overhead and profit to be allowed by NIH may vary according to the nature, extent, and complexity of work involved, but in no case shall exceed the following:

The CMC's Overhead (Construction Phase Services General Requirements) will be negotiated based on the detailed breakdown included with the response to the solicitation. No overhead will be allowed on changes to the Construction Phase Services unless the change extends the duration of the contract or is the result of a Government requested acceleration effort.

The CMC's Profit rate will be calculated by taking a percentage factor of the Offeror's Construction Phase Services Fee (Bid Option 1) over the estimated construction cost. This percentage factor will be applied to any adjustment to the cost of the work including, but not limited to, GMP adjustments, final buy-out reconciliation, final reconciliation and change orders.

	<u>Overhead</u>	<u>Profit</u>
To prime trade contractors and/or subcontractors for work performed with its own forces:	10.0%	1.0 - 10.0% (Negotiated)
To prime trade contractors on work performed by other than its own forces:	5.0%	1.0 - 5.0% (Negotiated)

On proposals involving both increases and decreases in the amount of the contract, overhead and profit will be allowed on the net increases only. On net decreases, corresponding overhead and profit will be deducted.

When change proposals are not submitted with a Time Impact Analysis, it is mutually agreed that the particular change order, modification, delay or Contractor request does not require an extension of the contract time (or milestone).

7. The percentages in Paragraph 6 above are the maximums that will be paid. The burden is on the Contractor to propose and justify to Government the percentages paid on each modification to the contract.
8. Any proposal for delay and impact costs that is not submitted within 60 days after completion of the work identified in the change will not be considered. This requirement is in addition to the scheduling updates required for construction of the project. If there are circumstances which prevent the contractor from ascertaining delay for impact during this time, a status update, including but not limited to a critical path analysis, shall be submitted within this time and at 60 day intervals thereafter, explaining why the Contractor cannot yet know the extent of the impact. If this is not done, a claim for delay will not be considered unless special circumstances are shown. This requirement is necessary to enable the Government to respond to any claims for delay in light of conditions then current.

ARTICLE H.6: PERFORMANCE AND PAYMENT BONDS

Acceptable Performance and Payment Bonds, in triplicate, shall be furnished to the Contracting Officer by the Contractor within ten (10) days after award of the construction phase options. Construction Phase Notice to Proceed will not be given until all bond requirements are satisfactorily met. The Performance Bond shall be in the penal sum of the total amount of the contract and the Payment Bond shall equal FAR 52.228-15 – Performance and Payment Bonds-Construction (July 2000).

The surety(ies) shall be acceptable to the Government and a "Power of Attorney" of the agent authorized to certify under the surety's seal shall be furnished with the bonds. Standard Forms 25 "Performance Bond" and 25A "Payment Bond" (Rev. 1-90) are attached. Contractors and sureties shall follow the instructions on the back of the forms.

ARTICLE H.7: SAFETY AND HEALTH

Contractors shall be required to comply with the regulations issued by the Secretary of Labor pursuant to Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 333) entitled "Safety and Health Regulations for Construction" (29CFR Part 1926).

ARTICLE H.8: SUBCONTRACTING PROVISIONS

1. The following subcontract goals, reflecting Federal socioeconomic goals and objectives, serve as a minimum baseline for subcontracting with small business. Should the contractor exceed these stated goals, then the following award fee provision shall be calculated and added to the base fee.

Small Business--40%
Small Disadvantaged Business--10%
Woman-owned Small Business--5%
HUBZone-owned Small Business--5%
Veteran-owned Small Business--5%
Service-disabled owned Small Business--3%

Award Fee Subcontracting Program: (a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively. (b) If the Contractor exceeds the minimum subcontracting goals established for this contract for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, and women-owned small business concerns in performing this contract, it will receive 5% percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

2. Subcontracting Reports

- (a) The contractor shall submit the original and 1 copy of the Subcontracting Report for Individual Contracts, SF-294, in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 30th
October 30th

The Report shall be sent to the following address:

Barbara Taylor
Contracting Officer
National Institutes of Health
13 South Drive
Building 13, Room G800, MSC 5711
Bethesda, Maryland 20892

- (b) The Contractor shall submit 1 copy of the Summary Subcontract Report, SF-295, in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Building, Room 517D
200 Independence Avenue, S.W.
Washington, D.C. 20201

ARTICLE H.9: SMALL, SMALL DISADVANTAGED AND WOMAN-OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent successful Offeror shall be required to submit a subcontracting plan in accordance with the terms of the clause entitled, SMALL, SMALL DISADVANTAGED AND WOMAN-OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN, FAR Clause 52.219-9, incorporated herein by reference in Section I of the solicitation. Attached to this solicitation is an example of such a plan (see Section J).

1. THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
2. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or Subcontractor calling for supplies or services required for the performance of the Original contract or subcontract.
3. The offeror understands that:
 - (a) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (b) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.

- (c) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the Offeror, the Offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing for the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
- (d) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (e) It is the Offeror's responsibility to develop a satisfactory subcontracting plan with respect to both small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals and that each aspect of the Offeror's plan will be judged independent of the other.
- (f) The Offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the Prime Contractor's designated small and disadvantaged business liaison.

ARTICLE H.10: KEY PERSONNEL

The Contractor shall utilize the following key personnel named in its technical proposal:

Project Executive
Pre-Construction Services Manager
Estimator

The following personnel shall be full-time, on-site basis for the construction phase:

Construction Project Manager
Project Scheduler / Engineer
Superintendent
MEP and Commissioning Coordinator

In the event that any of the key personnel are unable to perform because of death, illness, resignation from the Contractor's employ, the Contracting Officer's request for removal, or similar reasons, the Contractor shall promptly submit the name and qualifications of a proposed replacement to the Contracting Officer for approval. No substitutions shall be made without the Contracting Officer's prior approval. Any proposed replacement personnel shall be of the same general background and level of experience as the evaluated personnel. Any approved substitutions shall be made at no increase in cost of the contract.

ARTICLE H.11: ORDER OF PRECEDENCE

1. The contract includes the standard contract clauses and schedules current at the time of award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.

2. In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:
 - (a) Betterments: Any portions of the Offeror's proposal which both meet and exceed the provisions of the solicitation
 - (b) The provisions of the solicitation. (see also Contract Clause: Specifications and Drawings for Construction.)
 - (c) All other provisions of the accepted proposal.
 - (d) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. Design products must conform to all provisions of the contract, in the order of precedence herein.

ARTICLE H.12: PRESS RELEASES

1. Pursuant to Public Law(s) cited in Paragraph 2, below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
2.

Public Law and Section No.	Fiscal Year	Period Covered
P.L. 108-7, Division G, Title V- General Provisions, Section 507	2004	10/1/03 - 9/30/04

ARTICLE H.13: USE OF THE METRIC SYSTEM OF MEASUREMENT

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all acquisitions, grants, and other business-related activities unless such use is impracticable or is likely to cause significant inefficiencies. The offeror shall prepare their proposal using "Dual Systems" Hard Metric with soft inch-pound units of measurement. The following definitions are provided for your information:

Hard Metric – The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric – The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual System – The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

ARTICLE H.14: ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Final Standards can be accessed at <http://www.access-board.gov/news/508-fianl.htm>

ARTICLE H.15: NEEDLE EXCHANGE

1. Pursuant to Public Law(s) cited in Paragraph 2 below, contract funds shall not be used to carry out and program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

2.	Public Law and Section No.	Fiscal Year	Period Covered
	P.L. 108-7, Division G, Title V- General Provisions, Section 505	2004	10/1/03 - 9/30/04

ARTICLE H.16: PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES

The contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

ARTICLE H.17: ANTI-LOBBYING

1. Pursuant to Public Law(s) cited in Paragraph 3, below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

2. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

3.	Public Law and Section No.	Fiscal Year	Period Covered
	For Para. 1., above: P.L. 108-7, Division G, Title V- General Provisions, Section 503a	2004	10/1/03 - 9/30/04
	For Para. 2, above: P.L. 108-7, Division G, Title V- General Provisions, Section 503b	2004	10/1/03 - 9/30/04

ARTICLE H.18: WORK BY THE GOVERNMENT

1. The Government reserves the right to undertake performance by Government forces or other Contractors, the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.
 - (a) General. The Government has awarded and will award other contracts for specialized work, which is outside the scope of this contract or outside the scope of awarded options. These contracts will involve additional work at or near the site of the work under this contract. The contractor shall carefully adapt its schedule and performance of work under this contract to accommodate the work of the Other Government Contractors (OGC's), and shall take coordinating direction from the Contracting Officer. The OGCs will be placed under similar contracting conditions regarding coordination. The Contractor shall make every reasonable effort to avoid interference with the performance of work by the OGCs, as scheduled by the OGCs or by the Government.
 - (b) Critical Path Method (CPM) Schedule Schedule Inclusion. The Contractor's CPM Schedule shall include all OGC activities as indicated by the Contracting Officer.
 - (c) Notification of Defective Work. If any part of the Contractor's work is dependent upon the completion of work by OGCs, the Contractor shall inspect such work and promptly report to the Contracting Officer in writing any apparent defects or deficiencies in such work that would render it unacceptable or prevent the Contractor from fulfilling his requirements to deliver a quality product in compliance with the Contractor's CPM schedule. Failure to perform such inspection of dependent OGC work, prior to Contractor commencement or continuance of Contractor follow upon work would constitute an acceptance by the Contractor of work by other Contractors, as being fit and proper for integration with work under this contract, except for those defects and deficiencies in the work by other Contractors which are latent or otherwise were not discoverable by reasonable inspection.
 - (d) Notification of Obstructive conditions. If any part of the Contractor's work is impeded by unscheduled occupation or obstruction of Contractor work areas by OGCs, the Contractor shall promptly report such conditions in writing to the Contracting Officer.
 - (e) Preparation of and access to OGC Worksites. The Contractor shall be responsible to make ready applicable areas to allow for scheduled activities by each of the OGCs in accordance with the project schedule.
 - (f) Notification of Scheduling Conflicts. If the Contractor becomes aware of potential scheduling conflicts with activities by OGCs, the Contractor shall promptly notify the Contracting Officer in writing.

ARTICLE H.19: INFORMATION TECHNOLOGY SYSTEMS SECURITY SPECIFICATIONS

The contractor agrees to comply with the Information Technology (IT) systems security and/or privacy specifications set forth herein; the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems," and the DHHS Automated Information Systems Security Program (AISSP) Handbook, which may be found at the following websites:

Computer Security Act of 1987: http://csrc.ncsl.nist.gov/secplcy/csa_87.txt
OMB A-130, Appendix III: <http://csrc.ncsl.nist.gov/secplcy/a130app3.txt>
DHHS AISSP Handbook: <http://irm.cit.nih.gov/policy/aissp.html>

The contractor further agrees to include this provision in any subcontract awarded pursuant to this prime contract. Failure to comply with these requirements shall constitute cause for termination.

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of the SOW. The contractor shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data, and/or equipment.

In addition, during all activities and operations on Government premises, the contractor shall comply with DHHS, including National Institutes of Health (NIH), rules of conduct.

ARTICLE H.20: ENERGY STAR

Executive Order 13123, "Greening the Government Through Efficient Energy Management" and FAR 23.203 require that when Federal Agencies acquire energy using products, they select, where life-cycle cost-effective, and available, ENERGY STAR® or other energy efficient products.

Unless the Contracting Officer determines otherwise, all energy-using products acquired under this contract must be either an ENERGY STAR® or other energy efficient product designated by the Department of Energy's Federal Energy Management Program (FEMP).

For more information about ENERGY STAR® see <http://www.energystar.gov/>

For more information about FEMP see <http://www.eren.doe.gov/femp/procurement>

ARTICLE H.21: YEAR 2000 COMPLIANCE – EQUIPMENT, SYSTEMS AND SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The contractor agrees that each item of hardware, software and firmware provided and installed under this contract, shall be able to accurately process, calculate, and compare date sensitive data to permit micro-processors or embedded chips in building and facility systems to sequence from, into and between the Year 1999 and the Year 2000, the twentieth and twenty-first centuries, and leap years without impacting operations. The building and facility systems include, but not limited to, environmental and climate control systems, electrical distribution and lighting systems, building automation systems, energy management and control systems, fire protection systems, security systems, transportation systems, utility systems, communication systems, uninterruptible power supply, and emergency generator systems. The contractor shall provide written certification that all equipment and systems provided and installed under this contract have been tested and meet the above Year 2000 Compliance requirements. The contractor shall also provide written certification defining the maximum date for which the microprocessor or embedded systems shall be able to accurately process, calculate, and compare date sensitive data without impacting operation of the equipment or system.

ARTICLE H.22: REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www1.od.nih.gov/oma/oma.htm>).

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

ARTICLE I.1: FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses(s):

<http://www.arnet.gov/far/>

<http://www.hhs.gov/ogam/oam/procurement/hhsar.html>

(End of clause)

1. Federal Acquisition Regulation (48 CAR Chapter 1) Clauses

GENERAL FIXED PRICE CLAUSES

<u>FAR</u>	<u>CLAUSE TITLE AND DATE</u>
52.202-1	Definitions (DEC 2001), Alternate I (MAY 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
52.204-4	Printing or Copied Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.215-2	Audit and Records - Negotiation (JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction for Defective Cost and Pricing Data (OCT 1997)
52.215-11	Price Reduction for Defective Cost and Pricing Data-Modifications (OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (JAN 2004)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data -- Modifications (OCT 1997)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (JAN 2002)
52.219-14	Limitation on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages - Subcontracting Plan (Over \$500,000) (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-26	Equal Opportunity (APR 2002)

52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001)
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997), ALTERNATE I (JUL 1995) (NONE)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2003)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.228-2	Additional Bond Security (OCT 1997)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1992)
52.228-14	Irrevocable Letter of Credit (DEC 1999)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 1984)
52.232-16	Progress Payments (APR 2003)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-33	Payment By Electronic Transfer Central Contractor Registration (OCT 2003)
52.232-34	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002), ALTERNATE I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.242-13	Bankruptcy (JUL 1995)
52.242-15	Stop-Work Order (Aug 1989)
52.243-1	Changes - Fixed Price (AUG 1987) Alternate I (APR 1984)
52.244-2	Subcontracts (AUG 1998)
52.245-2	Government Property (Fixed-Price Contracts) (MAY 2004)
52.253-1	Computer Generated Forms (JAN 1991)

FIXED PRICE SERVICE CONTRACT CLAUSES

<u>FAR</u>	<u>CLAUSE TITLE AND DATE</u>
52.215-14	Integrity of Unit Prices (OCT 1997)
52.227-3	Patent Indemnity (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-25	Prompt Payment (OCT 2003) (DEVIATION) (... the constructive acceptance and payment period for this project are being increased from 7 to 14 calendar days...)
52.237-3	Continuity of Services (JAN 1991)
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-20	Warranty of Services (MAY 2001)
52.246-25	Limitation of Liability - Services (Over \$100,000) (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

FIXED PRICE CONSTRUCTION CLAUSES

<u>FAR</u>	<u>CLAUSE TITLE AND DATE</u>
52.211-12	Liquidated Damages - Construction (SEPT 2000)
52.216-7	Allowable Cost and Payment (DEC 2002), ALTERNATE I (FEB 1997)
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation (SEP 2000)
52.222-6	Davis Bacon Act (FEB 1995)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payroll and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (FEB 1988)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (FEB 1988)
52.222-12	Contract Termination-Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-16	Approval of Wage Rates (FEB 1988)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.223-5	Pollution Prevention and Right-To-Know Information (AUG 2003)
52.227-4	Patent Indemnity - Construction Contracts (APR 1984)
52.228-12	Prospective Subcontractor Requests for Bonds (OCT 1995)
52.228-15	Performance and Payment Bonds -Construction (JULY 2000)
52.232-5	Payments under Fixed Price Construction Contracts (SEP 2002)
52.232-27	Prompt Payment for Construction Contracts (OCT 2003) (DEVIATION) (... the constructive acceptance is increased from 7 to 14 days and due dates for making payments for this project are being increased from 14 to 21 calendar days...)
52.236-1	Performance of Work by Contractor (APR 1984)
52.236-2	Differing Site Conditions (Over \$100, 000) (APR 1984)
52.236-3	Site Investigations and Conditions Affecting the Work (Over \$100,00) (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (Over \$100,000) (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991) ALTERNATE 1 (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997), ALTERNATE I (APR 1984)
52.236-26	Preconstruction Conference (FEB 1995)
52.242.14	Suspension of Work (APR 1984)

52.243-4	Changes (Over \$100,000) (AUG 1987)
52.243-5	Changes and Changed Conditions (\$50,000-\$100,000), (APR 1984)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering - Construction (Over \$100,000) (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004), ALTERNATE 1 (SEP 1996)
52.249-10	Default (Fixed Price Construction) (APR 1984)

2. Department of Health and Human Services Acquisition Regulation (48 CAR CHAPTER 3)
Clauses

<u>HHSAR</u>	<u>CLAUSE TITLE AND DATE</u>
352.202-1	Definitions (JAN 2001)
352.223-70	Safety and Health (JAN 2001)
352.232-9	Withholding of Contract Payments (APR 1984)
352.270-1	Accessibility of Meetings, Conferences and Seminars to Persons With Disabilities (JAN 2001)
352.270-4	Pricing of Adjustments (JAN 2001)
352.270-5	Key Personnel (APR 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (JAN 2001)

ARTICLE I.2: FAR 52-232-32 PERFORMANCE BASED PAYMENTS (FEB 2002)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall-

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

ARTICLE I.3: FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of FAR 52.232-27 Prompt Payment for Construction Contracts (OCT 2003) (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

ARTICLE I.4: FAR 52.225-11 BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENT (JAN 2004)

(a) *Definitions.* As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries:

Aruba	Kiribati
Austria	Korea, Republic of
Bangladesh	Lesotho
Belgium	Liechtenstein
Benin	Luxembourg
Bhutan	Malawi
Botswana	Maldives
Burkina Faso	Mali
Burundi	Mozambique
Canada	Nepal
Cape Verde	Netherlands
Central African Republic	Niger
Chad	Norway
Comoros	Portugal
Denmark	Rwanda
Djibouti	Sao Tome and Principe
Equatorial Guinea	Sierra Leone
Finland	Singapore
France	Somalia
Gambia	Spain
Germany	Sweden
Greece	Switzerland
Guinea	Tanzania U.R.
Guinea-Bissau	Togo
Haiti	Tuvalu

Hong Kong	Uganda
Iceland	United Kingdom
Ireland	Vanuatu
Israel	Western Samoa
Italy	Yemen
Japan	

"Designated country construction material" means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means-

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country" means Canada, Chile, Mexico, or Singapore.

"Free Trade Agreement country construction material" means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or FTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

[Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

PART III – LIST OF ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

1. Specifications entitled:
National Institutes of Health
NIAID Integrated Research Facility
Fort Detrick, Frederick, Maryland
WR.: HCY30100
1 Volume, Dated May 28, 2004
2. Drawings Entitled:
National Institutes of Health
NIAID Integrated Research Facility
Fort Detrick, Frederick, Maryland
WR.: HCY30100
402 sheets, Dated May 28, 2004
3. Fort Detrick Security Specifications
4. Wage Rates, Decisions Number MD20030009, Modification 01, dated April 02, 2004 (5 pages)
5. Performance Bond (SF 25, Rev. 01-90) (1 page)
6. Payment Bond (SF 25A, Rev. 01-90) (1 page)
7. SF-LLL and SF-LLL-A "Disclosure of Lobbying Activities" (2 pages)
8. Small, Small Disadvantaged and Women-Owned Small Business Model Subcontracting Plan Outline (7 pages)
9. Statement and Acknowledgement (SF 1413)
10. ACH Vendor/Miscellaneous Payment Enrollment Form

ATTACHMENT NO. 3

Fort Detrick Security Specifications

Provost Marshal Office
Fort Detrick
Frederick, Maryland 21702-5000

Standard Operating Procedure #11

1 January 2004

GATE DUTIES AND ACCESS CONTROL

1. **PURPOSE:** To provide guidance to supervisors and law enforcement officers for the proper performance of access control duties during the manning of the perimeter gates at Fort Detrick, Maryland.

2. **GENERAL:**

a. As a police officer or security guard stationed at any of the several access gates to Fort Detrick, one must remember that the officer on duty is the first and last person a visitor or a newly assigned, military member sees when conducting business on Fort Detrick. This first impression is a lasting impression and must be one of proper bearing, professionalism and apparent competence. Also a would-be terrorist or malicious felon maybe deterred simple by the professional and competent appearance of the police person on duty.

b. The police officer must also remember that while on gate duty, he/she is the first line of security for the installation. The officer must be ready and capable to strictly control the gate environment and to take adequate counter-measures to address any issues that may arise. This SOP provides guidance, thought not all-inclusive, in the endeavor.

3. **RESPONSIBILITIES:**

a. It is the responsibility of the on-duty Watch Commander to assure that the provisions of this SOP are enforced, that a review of the threat assessment is carried out as deemed necessary, and that adaptations to this SOP are instituted as changing conditions are encountered. These adaptations will be consistent with common sense and established police and military practice. More specifically, the Watch Commander must calculate the requirements of force protection with the necessity for continuous flow of access and egress traffic based upon

threat assessment. The watch commander may integrate the factor of personal recognition into his/her risk assessment. (E.g. An officer may allow unfettered access to post for the "little old lady" who is coming to post on Sunday morning at 0900 hrs. for the Catholic Mass because the officer personally recognizes the "little old lady" from past Sunday's when the officer did identify and log-in the "little old lady." This recognition should be strong enough, however, for the officer to recognize the "little old lady" in the parking lot of a shopping center as well as when she is coming on post on Sunday mornings.

b. The police officer or security guard assigned to gate duties will be responsible for knowing and implementing the provisions of this SOP.

c. The Operations Officer is responsible to ensure that a copy of this SOP, current revocation lists, bar lists and BOLO's are placed in each gatehouse. Officers must be aware that these documents are For Official Use Only.

4. PROCEDURES:

a. Police officers will man the gates as directed by the on-duty Watch Commander during the hours set forth in the Fort Detrick Physical Security Plan. Upon assuming the duties at the assigned gate, the officer will:

(1) Review special orders and on-going incidents with the officer being relieved.

(2) Review current alarm and BOLO status, as well as the current threat status. The officer should be familiar with the implementation of procedures for each THREATCON level.

(3) Review bar lists; access list, and revocation lists. Access lists may include the coverage of special events taking place on the installation during the officer's tour of duty.

b. Officers will perform the following duties as noted:

(1) Check the post upon assuming duty. Ensure all supplies and equipment are present and functional, to include traffic cones and fire extinguisher.

Ensure that off-going personnel have emptied the trash.

(2) Confirm that the gate area is free of cigarette butts and other litter.

(3) Verify the telephone and radio monitors are working properly.

(4) Check the gates for closure operability and warning lights (where applicable). Report discrepancies to the PMO Desk.

(5) Snow will be removed and the area salted as necessary during inclement weather conditions.

(6) Report discrepancies at the lowest echelon possible to alleviate the adverse condition. Once an officer accepts the post, he/she becomes responsible for its condition.

c. At the main gate (a.k.a. Golf 2) a self-segregating system between registered vehicles and non-registered/visitors' vehicles have been established. During the workweek hours of 0600 to 1600 hrs, only registered vehicles should travel through the main gate using the left lane. Non-registered vehicles and visitors' vehicles should use the right lane and proceed to the Visitor Control Center (VCC). At the VCC the driver's license and/or military identification will be checked and logged in with the visited tag number and destination. A visitor pass will be issued to military driving a rental or other non-registered vehicle for an extended duration. Visitors/non-registered vehicles, which attempt to pass through the gate using the left lane, will be redirected to the right lane and the VCC.

d. At Rosemont Gate (a.k.a. Gate 7, or a.k.a. Golf 3) the Officer must maintain traffic flow while still attempting to protect the force. Visitor/non-registered vehicles should be stopped if traffic permits and the drivers will be redirected to the main gate for entry. The vehicles need not be logged in.

e. At Opossum Town Gate (a.k.a. Gate 75, or a.k.a. Golf 1) the Officer must again maintain traffic flow while

still attempting to protect the force in much the same manner as at Rosemont Gate. Visitor/non-registered vehicles will be re-directed to main gate -- again as traffic permits.

f. Should the Old Farm Gate (a.k.a. Golf 4) be opened, visitor/non-registered vehicles will be stopped, identified and logged in.

g. Officers on duty must monitor the ingress and egress of visitors to the installation.

(1) Officers will establish eye contact with vehicle operators and pedestrians coming onto the installation. Traffic control will be accomplished from a standing position. A chair is provided for rest during breaks in traffic only. Traffic direction will be done using the hand extended, fingers joined, wrist locked, and movement from the elbow and/or shoulder.

(2) All persons entering the installation must have appropriate identification and paperwork. This is especially important during heightened THREATCON levels. Vehicles entering the installation will only be passed when the proper DD Form 2220 (DA decal) is displayed. Vehicles should be granted permission to pass with a smart and distinctive hand signal from the officer on duty.

(3) Vehicles not displaying a DA decal should be stopped by the officer, logged in, and issued a visitor's pass according to the procedures outlined in paragraph. Vehicles displaying Diplomatic or Consulate registration plates and the circumstances of the sighting must be reported to the PMO Desk. The validity of diplomatic visitors is to be reference to the host tenant by the PMO Desk.

(4) Proper ID is required of all persons entering the installation on demand of the police officer on duty. Vehicle operators must display a valid operator's license on demand. Military personnel must display a valid Armed Forces ID (DD Form 2A/2N/2?) on demand. A minor offense report can be issued for not having a valid AFID in his/her possession. Pedestrians and vehicle passengers should also carry valid ID. This is especially important during periods of increased security awareness. Suspicious

persons should be reported to the on duty Watch Commander immediately.

(5) Vehicles leaving the installation can be stopped and the drivers and occupants questioned if probable cause to suspicion a crime exists to do so.

(6) Inspections and searches at any gate may occur under either the implied consent rule, a verbalized request by the officer for consent to search, or based on probable cause (see SOP 18 for further discussion). Inspections and searches may be directed by random anti-terrorism measures, or they maybe initiated at the discretion of the officer based upon probable cause.

h. When stopping/directing vehicles at the Main Gate for vehicle registration and/or access/egress, the officer must maintain awareness that he/she is responsible for the safety of the situation.

(1) Vehicles should be logged in at the VCC area unless the flow of traffic becomes so backed up so as to cause safety issues or traffic jams.

(2) Officers should call for a patrol officer to assist when deemed necessary.

(3) Traffic stops for violations will be programmed so as to take place out of the lanes of traffic. The type of crime/violation will dictate how an individual is to be detained. Be firm, fair and courteous. Assist the detainee when feasible. Pull the detainee out of the flow of traffic and maintain a smooth traffic flow. Obtain assistance in directing traffic.

(4) At the discretion of the on-duty Watch Commander, traffic cones may be used to funnel incoming traffic so as to expedite the vehicle log-in process.

(5) If traffic direction/control in an intersection is required to alleviate traffic congestion either entering or exiting post, high visibility reflector vest and white gloves will be worn. Whistles and flashlights will also be used as appropriate.

i. Additional points:

(1) Installation policy and federal law prohibit smoking in all government buildings, to include gatehouses. Officers will abstain from presenting an unprofessional appearance by smoking on duty, and will maintain a professional bearing.

(2) Officers will not be allowed personal visitors while on gate duty, except for a very minimal amount of time, to deliver parcels (e.g. lunch) or messages.

(3) When there are an adequate number of patrol vehicles, a police pursuit vehicle will be kept at the gate. At the main gate, said vehicle shall be parked in the ATM lot adjacent to gate. At Rosemont, it will be parked in the turn-off space behind the gatehouse. At Opossum Town, it will be parked directly in front of the gatehouse out side the fence. For safety reasons, no more than one vehicle will be allowed to park in front of the Opossum Town Gatehouse.

(4) Fort Detrick, by its mission, often draws media attention. Officers at the gates should report any attempt to photograph their duty area to the PMO Desk and refer any media inquiries to the Public Affairs Office, located in Building 810.

(5) The job of access/egress control and gate duties is the first line defense for the installation. How well a police officer performs his/her job and how vigilantly he/she remains in the performance of these duties can have serious consequences for physical security, court cases and public safety. Remember it is a job worth doing, and therefore it is a job worth doing well.

NOTE: Violations of any provision in this regulation provides a basis for disciplinary action under the UCMJ for military personnel and subject to its provisions and adverse administrative action IAW CPR 751 for civilian personnel.

5. REFERENCES:

Installation Physical Security Plan (FD), Sept 1995

USAMPS Lesson Plan (SH 206)

MCHD-SP (190-13)

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Policy Memorandum FD -03 (Policy for Issuance of Fort Detrick Identification Badges)

1. Proponent is the Directorate of Public Safety. This policy memorandum identifies procedures and responsibilities associated with the issuance and use of the Fort Detrick Identification badges, to include proximity cards for the USAG Integrated Intrusion Detection System (ICIDS). This policy does not address:

a. Issuance of vehicle registration for permanently assigned personnel or vehicle passes for visitors.

b. Issuance of the Common Access Card (CAC). These cards will be issued to all eligible personnel in accordance with Department of the Army guidance.

2. Policy for issuance of Fort Detrick Identification (ID) badges.

a. Enclosed FD Form #_____, Application for Fort Detrick ID badge will be completed in order to obtain a Fort Detrick ID badge. This ID badge will be issued to Military and DOD Civilians permanently assigned to Fort Detrick. Badges will also be issued to civilian contractors working on Fort Detrick for longer than six (6) months. Those individuals assigned to Fort Detrick for less than six (6) months will access the installation through the issuance of a visitor's pass.

b. Enclosed FD Form #_____ must be submitted by each organization on Fort Detrick, designating personnel authorized to request Fort Detrick ID badges. This form will also contain the unit/section point of contact (POC) for personnel on-call after duty hours. Authorization for access to Fort Detrick's ICIDS controlled areas by the use of proximity cards, and/or

MCHD-SP

SUBJECT: Policy Memorandum FD -03 (Policy for Issuance of Fort Detrick ID Badges)

PIN/PIC numbers can also be done by utilizing Enclosure #1 to FD Form #_____.

c. The Deputy Installation Commander, Fort Detrick, or his designated representative will have final approval of all organization submissions.

3. Responsibilities: By order of the Deputy Commander, Fort Detrick, the Directorate for Public Safety, ID Badge and Keycard Access Control Section, located in Building 1500, will issue Fort Detrick ID badges and Proximity Keycards as requested by each organization.

4. Authorizing Official Responsibilities:

a. Ensure that all of the information requested and submitted on the application, (FD Form #_____) is correct and complete.

b. If applicant requires an ICIDS Proximity Keycard, ensure that Enclosure #1 of FD Form _____ is also submitted with all necessary information correct and complete.

c. Ensure that all holders of Fort Detrick Installation badges follow out-processing procedures, military and civilian. Ensure that a system is in place within their organization to retrieve badges and keycards issued to contractors. Ensure that all badges and keycards are properly turned in when personnel depart, (i.e. retirement, expiration of contract, re-assignment, termination, PCS, etc.) Any badges or keycards collected by the organization will be turned in to the ID badge and Keycard Access Control Section, Directorate of Public Safety, within 72 hours of collection.

5. Denial, Revocation or Non-Renewal. The Deputy Installation Commander and/or his designee, in consultation with the Staff Judge Advocate's Office may deny, revoke, or refuse to renew the Fort Detrick ID badge of any person.

MCHD-SP

SUBJECT: Policy Memorandum FD -03 (Policy for Issuance of Fort Detrick ID Badges)

6. Barring. Any employee of Fort Detrick, military, government, or contractor that fails to return his/her badge within 5 working days of termination may be barred from the installation.

2 Encls

JOHN E. BALL
COL, MS
Deputy Installation Commander

DISTRIBUTION:

CDR, USAG

DCS

SPO

CPAC

RM

DOIM

DIS

SEIPO

CDR, USAMRMC

Cdr, USAMRIID

DIR, USAMMDA

CDR, USAMMA

CDR, USASF

CDR, 21st SIG BDE

CDR, 302d SIG BN

CDR, 114th SIG BN

CDR, 6MLMC

CDR, 1st SAT CON

Cdr, USACEHR

DIR, USAMRAA

INSP/INST, MARINES

DIR, JMLFDC

CO, NMLC

LOC COORD, USDA

PM, JVAP



Request for Fort Detrick ID Badge

COMPLETED BY APPLICANT			
Name: (Last, First, MI)			
Home Address:			
City/State/Zip Code:			
Social Security Number:		Home Phone #:	
Organization:	Building #:	Work Phone #:	
Employee Type: Military _____ Gov't. Civilian _____ Gov't. Contractor _____ Temporary _____			
Signature:		Date:	

=====

COMPLETED BY AUTHORIZING OFFICIAL		
Authorizing Official: Last	First	MI
Title:	Work Phone #:	Date:
Signature:	Organization:	

=====

COMPLETED BY ISSUING AGENCY		
ID Badge Reference #:	ICIDS Credential #: (If Required)	Issue Date:
Name: (Last, First, MI)		
Signature:		

ICIDS Keycard Access Control Request

Electronic access to following Buildings		
Bldg. # 568 <i>1. 568 All Readers</i>	Bldg. # 622 <i>1. 622 All Readers 2. 622 & 1054 USAMMADA</i>	Bldg. # 810 <i>1. 810 All readers 2. 810 & 1422 All Readers</i>
Bldg. # 1054 <i>1. 1054 TATRC 2. 1054 USAMMDA</i>	Bldg. # 1422 <i>1. 1422 All Readers 2. 1422 Exterior Drs.</i>	Bldg. # 1423 <i>1. 1423 All Readers 2. 1423 & 1432 Army 3. 1423 & 1432 Air Force 4. 1423 & 1432 All Readers</i>
Bldg. #1432 <i>1. 1432 Air Force 2. 1432 Army 3. 1432 All</i>	Bldg #1520 <i>1. 1520 Rear Door</i>	

Is a PIN/PIC Number Required for Access to Controlled Areas: Yes_____ NO_____

List required areas for PIN/PIC use: Building # & Associated Accounts, if known.

COMPLETED BY ICIDS SYSTEM ADMINISTRATOR			
<i>Issued Credential #:</i>	<i>Issued PIN/PIC #:</i>	<i>Dates Issued: Credential:</i>	<i>PIN/PIC:</i>
<i>Name: (Last, First, MI)</i>			
<i>Signature:</i>		<i>Date:</i>	



Fort Detrick ID Badge Authorization Form

The information below is requested to help provide a safe and secure environment for all employees and visitors while on the installation.

ORGANIZATION INFORMATION	
UNIT/ACTIVITY:	Building #:
ADDRESS:	
Normal Duty Hours POC / DUTY PHONE#:	

PERSONNEL ON-CALL AFTER DUTY HOURS		
PRIMARY:	WORK PHONE#:	HOME PHONE#:
1 ST ALTERNATE:	WORK PHONE#:	HOME PHONE#:
2 ND ALTERNATE:	WORK PHONE#:	HOME PHONE#:
STAFF DUTY PHONE:	PAGER:	

PERSONNEL AUTHORIZED TO REQUEST FT. DETRICK ID BADGES	
PRIMARY:	WORK PHONE #:
NAME:	
1 ST ALTERNATE:	WORK PHONE #:
NAME:	
2 ND ALTERNATE:	WORK PHONE #:
NAME:	

UNIT / ACTIVITY _____ DATE: _____

ATTACHMENT NO. 4

Wage Rates, Decisions Number MD20030009, Modification 01, dated April 02, 2004 (5 pages)

GENERAL DECISION: **MD20030009** 04/02/2004 MD9

Date: April 2, 2004

General Decision Number: **MD20030009** 04/02/2004

Superseded General Decision Number: MD020009

State: Maryland

Construction Type: Building

County: Frederick County in Maryland.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	04/02/2004

* ASBE0024-001 03/01/2004

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 24.17	11.09

ELEC0024-001 03/31/2002

	Rates	Fringes
Electrician.....	\$ 25.10	10.14

* IRON0005-002 06/01/2003

From the water's edge of point Look-Out, Maryland running in a straight line to the northeast City Limits and including Parole, Maryland; from there running in a straight line to the southern outskirts and excluding Laurel, Maryland; from there running in a straight line to the southern outskirts and excluding Frederick, Maryland; from there running in a straight line to the northwest City Limits and including Boonsboro, Maryland; from there running in a straight line to the southeast City Limits and excluding Charlestown, West Virginia; from there in a straight line to the southeast City Limits and

excluding Winchester, Virginia; from there in a straight line to the northwest City Limits and including Front Royal, Virginia; from there in a straight line to the Culpeper County Line and encompassing the County of Culpeper.

	Rates	Fringes
Ironworkers, Structural and Sheeting.....	\$ 24.00	8.975

IRON0016-002 04/01/2003

From the water edge of Point Lookout, Maryland, from there running in a straight line to the Northeast City Limits and excluding Parole, Maryland, from there running in a straight line to the Southern outskirts and including Laurel, Maryland (Cherry Lane) from there running in a straight line to the Southern outskirts and including Frederick, Maryland, from there running in a straight line to the Northwest City Limits and excluding Boonesboro, Maryland, and from there in a straight line running to the direction of Waynesboro, Pennsylvania, from there in a straight line to Holtwood, Pennsylvania, from Holtwood to the Northeast Shore of Conowingo, from Conowingo to Port Deposit, from Port Deposit using the halfway point between Local #451 and Local #16. Off shore drilling or construction projects 100 miles from coastal line of Maryland.

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 23.78	11.56
Sheeters.....	\$ 24.03	11.56

* IRON0201-002 05/01/2003

From the water's edge of Point Look Out, Maryland, running in a straight line to the northeast City Limits and including Parole, Maryland; from there running in a straight line to the southern outskirts and excluding Laurel, Maryland; from there running in a straight line to the southern outskirts and excluding Frederick, Maryland; from there running in a straight line to the northwest City Limits and including Boonsboro, Maryland; from there running in a straight line to the southeast City Limits and excluding Charlestown, West Virginia; from there in a straight line to the southeast City Limits and excluding Winchester, Virginia; from there in a straight line to northwest City Limits and including Front Royal, Virginia; from there in a straight line to the Culpeper County Line and encompassing the County of Culpeper.

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 22.45	9.75

SUMD1999-003 04/07/1999

	Rates	Fringes
Bricklayer.....	\$ 14.74	.81
Carpenter (Including Drywall Hanging and Acoustical Ceiling Installation).....	\$ 12.89	2.71
Cement Mason.....	\$ 15.12	3.06
Fence Erector.....	\$ 10.28	.85
Glazier.....	\$ 13.60	.99
Laborers:		
Mason Tenders, Brick.....	\$ 8.37	.81
Unskilled.....	\$ 9.29	2.81
Painters:		
Brush and Roller.....	\$ 11.35	
Drywall Finishers.....	\$ 13.28	.80
Pipefitter (Including HVAC Pipe Work).....	\$ 12.21	3.20
Plasterer.....	\$ 13.44	.53
Plumber.....	\$ 12.13	2.04
Power equipment operators:		
Backhoes.....	\$ 11.31	2.33
Bulldozers.....	\$ 13.00	1.21
Graders.....	\$ 11.00	.32
Loaders.....	\$ 15.25	
Rollers.....	\$ 12.00	1.68
Roofer.....	\$ 13.96	2.41
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 14.82	2.85
Sprinkler Fitter.....	\$ 12.90	1.15
Truck Driver, Dump.....	\$ 10.00	1.40

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ATTACHMENT NO. 5

Performance Bond (SF 25, Rev. 01-90) (1 page)

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No. : 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☐ CORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE

CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally only for the purpose of payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal –

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, term conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of these modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	2.		
	NAME(S) & TITLE(S) (Typed)	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM	RATE PER THOUSAND	TOTAL (\$) \$
---------------------	--------------------------	-------------------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert

only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the work "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT NO. 6

Payment Bond (SF 25A, Rev. 01-90) (1 page)

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No. : 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☐ CORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE

CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally only for the purpose of payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	2.		
	NAME(S) & TITLE(S) (Typed)	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert

only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the work "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT NO. 7

SF-LLL and SF-LLL-A "Disclosure of Lobbying Activities" (2 pages)

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier_____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description		
			CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div style="text-align: right;">(attach Continuation Sheet(s))</div>			b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>					
15. Continuation Sheet(s) SF-LLL-A attached: Yes No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.				Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only				Authorized for Local Reproduction Standard Form--LLL	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing of attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT NO. 8

**Small, Small Disadvantaged and Women-Owned Small Business Model Subcontracting Plan
Outline (7 pages)**

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

TOTAL CONTRACT AMOUNT: \$ _____
Total contract or Base-Year, if options

\$ _____	\$ _____	\$ _____	\$ _____
Option #1 (if applicable)	Option #2 (if applicable)	Option #3 (if applicable)	Option #4 (if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ _____

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ _____

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. It is not intended to replace any existing corporate plan that is more extensive. Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

If assistance is needed to locate small business sources, contact the Office of Small and Disadvantaged Business Utilization (OSDBU) at (202) 690-7300 or the OPDIV Small Business Specialist at _____. Sources may also be obtained from SBA's PRO-Net website.

For this procurement, HHS expects all proposed subcontracting plans to contain the following goals at a minimum: ____% for Small Business; ____% for Small Disadvantaged Business; ____% for Women-Owned Small Business; ____% for HUBZone Small Business; and ____% for Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business. These goals shall be expressed as percentages of the total estimated subcontracting dollars. **The offeror is required to include an explanation for a category that has zero as a goal.**

NOTE TO CONTRACTORS: Please provide your CCR number with your Dunn & Bradstreet number.

1. Type of Plan (check one)

- ☐ **Individual plan** (all elements developed specifically for this contract and applicable for the full term of this contract).
- ☐ **Master plan** (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.
- ☐ **Commercial products/service plan** This plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during the year approved. The contractor must provide a copy of the initial agency approval, and must submit an annual SF 295 to HHS with a breakout of subcontracting prorated for HHS (with an OPDIV breakdown, if possible).

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned Small Business (VOSB), Service-Disabled Veteran-owned Small Business (SDVOSB) and "Other than small business" (Other) as subcontractors, for the base year and each option year, as specified in FAR 19.704. (Break out and append option year goals, if the contract contains option years or project annual subcontracting base and goals under commercial plans.)

- a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$ _____ (b + h = a) (Base Year)

FY-___ (1 st Option)	FY-___ (2 nd Option)	FY-___ (3 rd Option)	FY-___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

- b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, SDVOSB and VOSB): (% of "a") \$ _____ and _____% (Base Year)

FY-___ (1 st Option)	FY-___ (2 nd Option)	FY-___ (3 rd Option)	FY-___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

FY-___ (1 st Option)	FY-___ (2 nd Option)	FY-___ (3 rd Option)	FY-___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

FY-___ (1 st Option)	FY-___ (2 nd Option)	FY-___ (3 rd Option)	FY-___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

- e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

FY-___ (1 st Option)	FY-___ (2 nd Option)	FY-___ (3 rd Option)	FY-___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

- | | | | |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| FY-____ (1 st Option) | FY-____ (2 nd Option) | FY-____ (3 rd Option) | FY-____ (4 th Option) |
| \$ _____ & ____ % | \$ _____ & ____ % | \$ _____ & ____ % | \$ _____ & ____ % |

- | | | | |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| FY-__ (1 st Option) | FY-__ (2 nd Option) | FY-__ (3 rd Option) | FY-__ (4 th Option) |
| \$ _____ & ____ % | \$ _____ & ____ % | \$ _____ & ____ % | \$ _____ & ____ % |

- | | | | |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| FY-____ (1 st Option) | FY-____ (2 nd Option) | FY-____ (3 rd Option) | FY-____ (4 th Option) |
| \$ _____ & _____ % | \$ _____ & _____ % | \$ _____ & _____ % | \$ _____ & _____ % |

SB equals 23%; SDB equals 5%; HUBZone equals 3%, WOSB equals 5% and SDVOSB equals 3%, VOSB equals 3% and can serve as objectives for subcontracting goal development.

2. SDB, WOSB, HUBZone, SDVOSB and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.
3. If any contract has more than four options, please attach additional sheets showing dollar amounts and percentages.

- [illegible]

- j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns were determined, how the capabilities of these concerns were considered for contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

- k. Indirect costs ☐ have, ☐ have not been included in the dollar and percentage subcontracting goals above (check one).

- l. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.

3. Program Administrator:

NAME/TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties?

☐ yes ☐ no _____

(If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)

- a. Develops and promotes company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; and assures that these concerns are included on the source lists for solicitations for products and services they are capable of providing; ☐ yes ☐ no
- b. Develops and maintains bidder source lists of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns from all possible sources; ☐ yes ☐ no
- c. Ensures periodic rotation of potential subcontractors on bidder's lists; ☐ yes ☐ no
- d. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing; ☐ yes ☐ no

- e. Ensures that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; [] yes [] no
- f. Reviews subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB participation; [] yes [] no
- g. Accesses various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (<http://www.sba.gov>), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices; [] yes [] no
- h. Establishes and maintains contract and subcontract award records; [] yes [] no
- i. Participates in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; [] yes [] no
- j. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; [] yes [] no
- k. Conducts or arranges for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; [] yes [] no
- l. Monitors the company's subcontracting program performance and makes any adjustments necessary to achieve the subcontract plan goals; [] yes [] no
- m. Prepares and submits timely, required subcontract reports; [] yes [] no
- n. Coordinates the company's activities during the conduct of compliance reviews by Federal agencies; [] yes [] no; and
- o. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1. Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>) and other SBA and Federal agency resources. Contractors may also conduct market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-Portals in Commerce is not a mandatory source and may be used at the offeror's discretion.
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1. Conducting workshops, seminars, and training programs;
 - 2. Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
 - 3. Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, (*required only for contracts containing the clause 52.219-25*) and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF 294	4/30
Apr 1 - Sept 30	SF 294	10/30
Oct 1 - Sept 30	SF 295	10/30
Contract Completion	OF 312	30 days after completion

Special instructions for commercial plan: SF 295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

- a. Submit SF 294 to cognizant Awarding Contracting Officer.
- b. Submit Optional Form 312, (OF 312), if applicable, to cognizant Awarding Contracting Officer.
- c. Submit SF 295 to cognizant Awarding Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

- d. Submit "information" copy of the SF 295 and the SF 294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

7. Record keeping

In accordance with FAR 19.704(a)(11), the following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, VOSB, and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards.
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a *contract-by-contract basis* for company or division-wide commercial plans.)
- g. Other records to support your compliance with the subcontracting plan: (Please describe)

8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, small disadvantaged small business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service-disabled veteran-owned small business concerns.

Your company has established and uses such procedures: [] yes [] no

9. Description of Good Faith Effort

Maximum practicable utilization of small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. **When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor.** In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.

SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: Contracting Officer
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: Small Business Specialist
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: SBA Procurement Center Representative
Date: _____

And Is Accepted By:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

ATTACHMENT NO. 9

Statement and Acknowledgement (SF 1413)

STATEMENT AND ACKNOWLEDGMENT

FORM APPROVED OMB NO.
9000-0014

Public reporting burden for this collection of information is estimated to average .15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, D.C. 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER
4. PRIME CONTRACTOR (Name, address and ZIP code)		5. SUBCONTRACTOR (Name, address and ZIP code)
6. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) _____ to the subcontractor identified in Item 5, for the following work: _____		

7. PROJECT	8. LOCATION
9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)
	11. DATE SIGNED

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

12. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:
- | | |
|-------------------------------------|--------------------------------------|
| Contract Work Hours and Safety | Davis-Bacon Act |
| Standards Act - Overtime | Apprentices and Trainees |
| Compensation - Construction | Compliance with Copeland Regulations |
| Payrolls and Basic Records | Subcontracts |
| Withholding of Funds | Contract Termination-Debarment |
| Disputes Concerning Labor Standards | Certification of Eligibility |

13. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

14. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)	16. DATE SIGNED
--------------------------------------	--------------------	-----------------

NSN 7540-01-151-4297
Previous edition is usable

EXPIRATION DATE: 3-31-92

1413-102

STANDARD FORM 1413 (REV. 6-89)
Prescribed by GSA - FAR (48 CFR) 53.228(e)

ATTACHMENT NO. 10

ACH Vendor/Miscellaneous Payment Enrollment Form



RE: Mandated Electronic Payments

Dear Vendor/NIH Payee:

In accordance with new Federal regulations all Federal payments must be made electronically via Electronic Funds Transfer (EFT). NIH will enforce this requirement beginning January 1, 1998. Instead of receiving paper checks or cashier drafts, you will have payments deposited directly into your account at your designated financial institution. The new process offers an immediate cash flow benefit as funds will be available more quickly than in the past. Deposit delays, and lost, stolen or misplaced checks will be practically eliminated.

We have enclosed an *ACH Vendor/Miscellaneous Payment Enrollment Form* (SF-3881) for your use. You must complete and sign the Payee/Company Information section and have your financial institution complete and sign the Financial Institution Information section. For your convenience, a cover letter to your bank and a pre-addressed envelope for use in returning the form to NIH are enclosed. Despite the fact that you may have this information on file with some other Federal agency, you must provide it to NIH as well.

We trust you will find this a prompt, effective and reliable method for receiving payments. If you have any questions regarding the necessity to use electronic payments, please contact me at _____.

Ordering Official

Enclosure note

Enclosure SF 3881

[Vendor News](#) | [Congressional Justification](#) | [Operating Policies](#) | [OFM Services](#) | [News & Notes](#)
[Key Facts](#) | [Funding for Diseases](#) | [BRDPI Factors](#) | [Upcoming Events](#) | [Special Programs](#)
[OFM Homepage](#)

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

National Institutes of Health, Office of Financial Management

AGENCY OFFICE:

NIH Treasury 303

AGENCY LOCATION CODE (ALC):

75-08-0031 or 75-08-0040

ACH FORMAT:



ADDRESS:

31 Center Drive, MSC 2045, Building 31 Room B1B04

Bethesda, MD 20892-2045

CONTACT PERSON NAME:

Teresa Morgan

TELEPHONE NUMBER:

(301) 435-3505; (301) 402-4684 FAX

ADDITIONAL INFORMATION:

Original signature must be on file.

PAYEE/COMPANY INFORMATION

NAME:

SSN NO. OR TAXPAYER ID NO.

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:



DATE:

(Financial Institution)

Re: Account # _____

To Whom It May Concern:

As a result of recent Federal legislation, funds which will be paid to me or my firm by the National Institutes of Health must be transmitted electronically. In order to facilitate this process, please complete and sign the Financial Institution Information section of the enclosed Standard Form 3881, *ACH Vendor/Miscellaneous Payment Enrollment*.

For expediency, you may fax a copy of the completed form to 301-402-4684, however, the original must still be returned to:

National Institutes of Health

Financial Systems Branch

Building 31, Room B1-B04

31 Center Drive, MSC 2045

Bethesda, MD 20892-2045

Attn: Teresa Morgan

Thank you for your assistance.

Wednesday, September 17, 1997

9:56 AM

Thank you for your assistance.

Authorized signator on account.

Attachment

[Vendor News](#) | [Congressional Justification](#) | [Operating Policies](#) | [OFM Services](#) | [News & Notes](#)
[Key Facts](#) | [Funding for Diseases](#) | [BRDPI Factors](#) | [Upcoming Events](#) | [Special Programs](#)
[OFM Homepage](#)

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

- | | | |
|-----|---------------|------------------------------------------------------------------------------------------------------------------------------------|
| 1. | FAR 52.203-2 | Certification of Independent Price Determination |
| 2. | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION) |
| 3. | FAR 52.204-3 | Taxpayer Identification |
| 4. | FAR 52.204-5 | Women-Owned Business (Other Than Small Business) |
| 5. | FAR 52.204-6 | Data Universal Numbering System (DUNS) Number |
| 6. | FAR 52.209-5 | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters |
| 7. | FAR 52.215-6 | Place of Performance |
| 8. | FAR 52.219-1 | Small Business Program Representations |
| 9. | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program |
| 10. | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 11. | FAR 52.219-22 | Small Disadvantaged Business Status |
| 12. | FAR 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products |
| 13. | FAR 52.222-21 | Certification of Nonsegregated Facilities |
| 14. | FAR 52.222-22 | Previous Contracts and Compliance Reports |
| 15. | FAR 52.222-25 | Affirmative Action Compliance |
| 16. | FAR 52.222-38 | Compliance with Veterans' Employment Reporting Requirements |
| 17. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions |
| 18. | FAR 52.223-4 | Recovered Material Certification |
| 19. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 20. | FAR 52.225-2 | Buy American Act Certificate |
| 21. | FAR 52.225-4 | Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate |
| 22. | FAR 52.225-6 | Trade Agreements Certificate |
| 23. | FAR 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 24. | FAR 52.227-6 | Royalty Information |
| 25. | FAR 52.230-1 | Cost Accounting Standards Notices and Certification |
| 26. | ----- | Certification Regarding Environmental Tobacco Smoke |
| 27. | ----- | Certification of Institutional Policy on Conflict of Financial Interest |
| 28. | FAR 15.406-2 | Certificate of Current Cost or Pricing Data |

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

(DUNS Number)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
 - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
 - ☐ TIN: _____
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

4. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

- (a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

5. **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCTOBER 2003)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at: <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

If the Offeror has a DUNS Number, provide here.

DUNS No: _____

6. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
- (i) The Offeror and/or any of its Principals --
 - (A) Are [], are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have [], have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are [], are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
 - (ii) The Offeror has [], has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance (Street Address
(City, State, County, Zip Code)**

**Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent**

8. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].
- (2) The small business size standard is [INSERT SIZE STANDARD].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) **(Complete only if the offeror represented itself a a small business concern in paragraph (b)(1) of this provision.)** The offeror represents , as a part of its offeror, that—
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions.** As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
- (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

9. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror ☐ is, ☐ is not an emerging small business.

(c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

10. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834	Drugs and Biologics
	2835, 2836	
7045	3572, 3695	ADP Supplies
	5065	
7110	5021	Office Furniture
7510	5112	Office Supplies

11. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$100,000 under the SIC Major Groups for which a price evaluation adjustment is applicable.)

- (a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) **Representations.**
 - (1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
 - [] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
 - [] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
 - (2) [] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*
- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
 - (1) Be punished by imposition of a fine, imprisonment, or both;

- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category can be found at <http://www.arnet.gov/References/sdbadjustments.htm> . Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups.)

As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address _____ is, _____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm> . The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

12. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (MAY 2001)

(Applies to all contracts for supplies over \$2,500. See FAR 22.1503 for more information)

a. Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- b. *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

- c. *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

- [] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

13. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)**

- (a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

14. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

15. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

16. **52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

17. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the

contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [], does not certify [] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

18. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

19. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)**

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that—
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), 5169, 5171, or 7389 (limited to
- ☐ (v) The facility is not located in or its outlying areas.

20. **52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies"

- (b) Foreign End Products:

Line Item No.: _____
 Country of Origin: _____
 (List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

21. **52.225-4 BUY AMERICAN ACT FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JANUARY 2004)**

[Note: This provision is applicable for requirements with a value of \$25,000 or more but less than \$175,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act."

- (b) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$25,000 or more but is less than \$50,000.]

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.: _____

(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$58,550.]

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

22. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2004)

[Note: This provision is applicable for acquisitions valued at \$175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

23. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)**

- (a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.)).

- (b) *Representation.* The offeror represents that it--

☐ is ☐ is not a Historically Black College or University;
☐ is ☐ is not a Minority Institution.

24. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

25. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement – Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.
(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (*check one and complete*):

☐ (i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: _____

II. Cost Accounting Standards – Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

26. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)

(Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

27. **CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST (OCTOBER 1995)**

(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is [], is not [] currently in effect.
- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

28. **15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of _____ **.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ARTICLE L.1: FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of Provision)

1. Federal Acquisition Regulation (48 CAR Chapter 1) - Solicitation Provisions

<u>FAR</u>	<u>CLAUSE TITLE AND DATE</u>
52.215-01	Instructions to Offerors (JAN 2004)
52.219-24	Small Disadvantaged Business Participation Program Targets (OCT 2000)
52.232-13	Notice of Progress Payments (APR 1994)

2. Department of Health and Human Services Acquisition Regulations (HHSAR)

352.215-12	Restriction on Disclosure and Use of Data (APR 1984)
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ARTICLE L.2: FAR 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

1. The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

2. If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

ARTICLE L.3: FAR 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

This solicitation is available on the web at:

<http://ccb.od.nih.gov>

The drawings and specifications referenced in Section J are available from:

Leet-Melbrook, Inc.
18810 Woodfield Road
Gaithersburg, MD 20879
Contact: Ms. Linda Stout
Telephone: (301) 670-7874
Facsimile: (301) 417-0767
plans@repro-tech.com

Prior to receiving drawings and specifications, Offerors shall complete and sign a Notice of Non-Disclosure Form and return to the Government. Drawings and specifications will be provided for \$801 plus shipping. This payment is non-refundable. Requests shall be presented in writing accompanied with a money order, certified check or cashier's check made payable to Leet-Melbrook, Inc. Requests will then be approved by the Government prior to issuing drawings and specifications to Offerors. All copies of drawings and specifications will be numbered and cataloged. At the completion of the bid process, all Offerors are required to return all sets of documents to the Government.

(End of Provision)

ARTICLE L.4: FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FEB 1999)

1. The offeror's attention is called to the Equal Opportunity Clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation <u>for each trade</u>	Goals for female participation <u>for each trade</u>
See Below	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Federal Contract Compliance Programs office.

3. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CAR 60-4 shall be based on: (1) its implementation of the Equal Opportunity Clause; (2) special affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction"; and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CAR 60-4. Compliance with the goals will be measured against the total work-hours performed.
4. The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the:
 - (a) Name, address, telephone number of the subcontractor;
 - (1) Employer Identification Number of the subcontractor;
 - (b) Estimated dollar amount of the subcontract;
 - (c) Estimated starting and completion dates of the subcontract;
 - (d) Geographical area in which the subcontract is to be performed.
5. As used in this notice, and in any contract resulting from this solicitation, the "covered area" is as follows:

<u>Area</u>	<u>Minority Participation Goal (Percent)</u>
WASHINGTON, D.C.: 020 Washington, D.C. SMSA Counties: 8840 Washington, DC-MD-VA DC: District of Columbia; MD: Charles; MD: Montgomery; MD: Prince Georges; VA: Arlington; VA: Fairfax; VA: Loudoun; VA: Prince William; VA: Alexandria; VA Fairfax City; VA Falls Church; (SMSA - Standard Metropolitan Statistical Area)	28.0

(End of provision)

ARTICLE L.5: ESTIMATED PRICE RANGE

In accordance with the FAR 36.204 "Disclosure of the Magnitude of Construction Projects", the estimated price range (extended unit prices and options included) is more than \$10,000,000.

ARTICLE L.6: PRE-PROPOSAL CONFERENCE AND SITE INSPECTION

Offerors are invited and encouraged to attend a pre-proposal conference and inspect the site to satisfy themselves as to all general and local conditions that may affect the cost or performance of this contract. During the inspection and conference, questions concerning the resulting contract will be answered insofar as possible. Nothing done or said during the conference shall be considered as altering, modifying, or qualifying the solicitation. Any changes in the solicitation shall be made in writing by the Contracting Officer. The time and specific location of the Pre-Proposal Conference shall be issued by amendment to this Solicitation. Location will be on the Garrison of Fort Detrick.

NOTE: Offerors are strongly encouraged to attend the pre-proposal conference and site inspection. Offers may not be withdrawn after public opening because of failure to attend.

ARTICLE L.7: SOLICITATION INQUIRIES

Offerors are instructed to direct all inquiries in writing regarding this solicitation to the Contracting Officer at the website address listed below –

Barbara Taylor, Contracting Officer
Bldg. 13 Room G-800 MSC 5711
Bethesda, MD 20892
Fax: 301-402-2166
Phone: 301-435-4333
Email: taylorb@mail.nih.gov
Website for Questions: <http://ccb.od.nih.gov>

All questions about the intent or meaning of the contract documents shall be submitted in writing, using website address listed above, at least ten (10) days before the proposal due date. Interpretations or clarifications considered necessary by the Contracting Officer will be issued by Amendment to all parties recorded by the Government as having received the solicitation. Only responses to solicitation clarification requests issued in Amendments will be binding. Oral or other interpretations or clarifications will be without legal effect.

(End of provision)

ARTICLE L.8: PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

ARTICLE L.9: PROPOSAL SUBMITTAL / PREPARATION INSTRUCTIONS

1. General: The purpose of these instructions is to provide guidance for preparation and submission of proposals and to establish format and specific content of each proposal to assure its completeness and suitability for evaluation purposes. Each proposal shall be clearly and concisely prepared in writing (telephonic and telegraphic offers will not be accepted). Include all information required by this solicitation, with pages numbered and logically assembled. Each proposal shall identify the name of the offeror, date of submission, and solicitation number. Incomplete proposals will be considered as non-responsive.

Offerors are cautioned to provide enough information to enable the evaluation committee to fully ascertain each offeror's capability to do all of the requirements contemplated by this solicitation. The data submitted with each proposal should be complete, current, and concise, but not overly elaborate. Reliance on promotional brochures is discouraged. The offeror is hereby advised that his proposal is presumed to represent his best efforts to respond to the solicitation.

2. Submission and Content of Proposals: Proposals shall be submitted in two separate parts. Part One – Cost Proposal, Part Two – Technical Data Proposal, Part Three – Oral Presentation.

Parts One and Two shall be submitted in separate sealed packages at the time and place specified in Solicitation, Offer, and Award (SF1442) paragraph 13

- (a) **Part One:** A single sealed package marked “Part One – Minimum Requirements Proposal for NIAID Integrated Research Facility at Fort Detrick – Solicitation No. 292-04-P(CL)-0314” and containing the following:
- (1) Six copies of Minimum Requirements Data. The Offeror's provided Minimum Requirements Data shall respond to the factors in Section M, Paragraph 3 – Technical Factors. Provide the following information for each project:
- The name and address for each project required meeting the minimum requirements and a description of the project, indicates how it meets the minimum requirements.
 - A description of the Offeror's role in each project.
 - The name, address, telephone and fax numbers of a point of contact for each project identified. This individual must be familiar with the project and the role the Offeror played in the project and must be able to respond to the Government inquiries.
- (b) **Part Two:** A single sealed package marked “Part Two - Technical Data Proposal for NIAID Integrated Research Facility at Fort Detrick - Solicitation No. 292-04-P(CL)-0314” and containing the following:
- (1) Six copies of Past Performance Data as follows: Identify all current projects more than 50% complete and all projects completed within the past five years which meet the following minimum standard: “any biomedical laboratory facility construction project with a construction value of at least \$10,000,000 on which the Offeror served as the general construction General Contractor or Construction Manager as Constructor”. Provide the following information for each project:
- Name, location and Owner.
 - Description of the contract form and any applicable joint venture agreements.
 - Description of the project.
 - Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work.
 - Completion date.
 - Completed size in m² and sq. ft.
 - Construction cost.
 - Name of the Offeror's Construction Project Manager, Superintendent, and MEP/Commissioning Coordinator.
 - Name, title, address, facsimile number and telephone number of two responsible representatives of the Owner. One representative shall have been responsible for contractual matters (e.g., Contracting Officer), the other shall have been responsible for technical matters (e.g., Contracting Officer's Technical Representative).
- Provide actual figures for completed projects, estimated figures for incomplete projects.
- (2) Six copies of Relevant Experience Data. The Offeror's provided Relevant Experience Data shall respond to the factors in Section M, Paragraph 3 –

Technical Factors for a minimum of two (2) projects. In addition to responding to the evaluation factors, provide the following information for each project:

- Name, location and Owner.
- Description of the contract form and any applicable joint venture agreements.
- Description of the project.
- Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work.
- Completion date.
- Completed size in m² and sq. ft.
- Construction cost.
- Name of the Offeror's Construction Project Manager, Superintendent, and MEP/Commissioning Coordinator.
- Name, title, address, facsimile number and telephone number of two responsible representatives of the Owner. One representative shall have been responsible for contractual matters (e.g., Contracting Officer), the other shall have been responsible for technical matters (e.g., Contracting Officer's Technical Representative).

- (3) Six copies of the Offeror's Management Plan. The proposed Management Plan shall respond to the factors in Section M, Paragraph 3 – Technical Factors.
- (4) One copy of a statement identifying any scheduling conflicts that would prevent the Offeror from presenting Part Three at a time assigned by the Government between the hours 8:00 AM and 4:00 PM during the sixth to tenth Government working days immediately following the date of receipt of Parts One and Two.
- (5) A transmittal letter prepared on the Offeror's business stationery must accompany the Proposal submittal. The purpose of this is to transmit the Proposal. Therefore, it should be brief, but shall list all enclosed items. An individual who is authorized to bind the Offeror's firm to all statements, including services and financials, contained in the Proposal, shall sign the transmittal letter.

- (c) **Part Three:** A single sealed package marked "Part Three - Price Proposal for NIAID Integrated Research Facility at Fort Detrick - Solicitation No. 292-04-P(CL)-0314" and containing the following:

- (1) Original and four copies of executed SF1442
- (2) Original and four copies of Part 1 The Schedule Section B - Supplies or Services and Prices/Costs
- (3) Representations and Certifications (Part IV-Section K), completed and executed in accordance with the instructions included therewith.
- (4) Original executed SF-LLL and SF-LLL-A "Disclosure of Lobbying Activities"
- (5) Detailed breakdown of Pre-Construction Services and Construction General Requirements, including, but not limited to, labor by position and year (hours and dollars), labor rate breakdown (broken down by raw rate, burden, overhead and profit), expenses (broken down by itemized expense and overhead and profit), trailer rental, office equipment, temporary utilities and reproduction.

- (d) **Part Four:** The competitive range for this solicitation will be established solely by the Contracting Officer's evaluation of Part Nos. Two and Three of the proposal. Only those Offerors whose Part Nos. Two and Three proposals fall within the competitive range will be invited to participate in Part Four – Oral Presentations of the Proposal process.

These oral presentations allow Offerors to present the material submitted in their Part Two Technical Proposals, and to answer questions by the Technical Evaluation Committee. Successful Offerors will be notified of the exact time and location for these presentations.

The Contracting Officer intends to schedule Part Four oral proposals for presentation between the hours 8:00 AM and 4:00 PM during the sixth through tenth Government working days immediately following the date of receipt of Parts One, Two and Three. The Contracting Officer will endeavor to accommodate the scheduling conflicts identified by Offerors in their Part Two submissions; nonetheless, Offerors are forewarned that they will be required to present at the time specified by the Government. Offerors who fail to present at the appointed time will be considered non-responsive. Specific requirements for each proposal part are as follows:

- (1) Provide a single oral presentation at the time and place specified by the Government on the NIH campus. Offerors shall structure their presentations to address the Management Plan evaluation subfactors identified in Section M, in substantially the order listed. Presentations shall be limited to one hour in duration, plus a one-half hour discussion period. Proposed key personnel shall be integral members of the Offeror's presentation team, shall present appropriate portions of the presentation, and shall respond to Government evaluators' questions. The presentation room will be a minimum of 16' x 24', and six Government evaluators will be present. No presentation aids will be provided - Offerors shall provide all required presentation materials and aids. Offerors are required to leave behind an electronic copy of the presentation materials.

ARTICLE L.10: FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

1. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contract Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Barbara Taylor
Contracting Officer
National Institutes of Health
13 South Drive
Building 13, Room G-800, MSC 5711
Bethesda, Maryland 20892

2. The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protests with the GAO.

(End of provision)

ARTICLE L.11: REPRESENTATIONS AND CERTIFICATIONS

The "Representations and Certifications" dated May, 2004 (Part IV Sec.K) shall be completed and executed in accordance with the instructions included therewith.

ARTICLE L.12: DISCLOSURE OF LOBBYING ACTIVITIES

The attached form "Disclosure of Lobbying Activities" shall be completed, executed and submitted as a part of the offer in accordance with FAR 3.803. (See Section J, Attachment No. 7)

**ARTICLE L.13: SMALL, SMALL DISADVANTAGED AND WOMAN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN**

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent successful Offeror shall be required to submit a subcontracting plan in accordance with the terms of the clause entitled, Small, Small Disadvantaged and Woman-Owned Small Business Model Subcontracting Plan Clause 52.219-9, incorporated herein by reference in Section I of the solicitation. Attachment 8 to this solicitation is an example of such a plan.

1. This provision does not apply to small business concerns.
2. The term “subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or Subcontractor calling for supplies or services required for the performance of the Original contract or subcontract.
3. The Offeror understands that:
 - (a) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (b) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
 - (c) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the Offeror, the Offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing for the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (d) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
 - (e) It is the Offeror's responsibility to develop a satisfactory subcontracting plan with respect to both small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals and that each aspect of the Offeror's plan will be judged independent of the other.
 - (f) The Offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the Prime Contractor's designated small and disadvantaged business liaison.

ARTICLE L.14: CONDITIONS

1. Debriefing of Unsuccessful Offerors: Offerors shall be debriefed after contract award upon written request of the basis for their non-selection.
2. Discrepancies: Clarifications and amendments desired by a prospective Offeror regarding the RFP documents and Proposal Documents shall be posted on the Web Site Discussion Board no later than ten (10) calendar days prior to the proposal due date.

Oral explanations or instructions shall not be binding. Written addenda to the solicitation will be binding. Any addenda resulting from these requests or amendments will be posted on the Web Site. The Offeror shall acknowledge the receipt of all Amendments in the space provided on the Standard Form 1442 – Item 19.

The NIH reserves the right to amend the RFP documents at any time prior to award.

3. Modifications and Withdrawals of Proposals: Withdrawal of or modifications to proposals shall be effective only if written notice thereof is received prior to the time and the place specified for proposal opening in the Invitation to Offerors. A notice of withdrawal or modification to a proposal must be signed. If a proposal is withdrawn in accordance with these regulations, the proposal security, if any, shall be returned to the Offeror.

Any proposal received at the place designated in the solicitation after the time and date set for receipt of proposals is late. Any request for withdrawal or request for modification received after the time and date set for receipt of proposals at the place designated is late.

A late proposal, late request for modification, or late request for withdrawal may not be considered.

ARTICLE L.15: QUALIFICATIONS OF OFFEROR

The Owner may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work; the Offeror shall furnish to the Owner all such information and data requested by the Owner. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that the Offeror is qualified to carry out the contract and to complete the work. Conditional proposals will not be accepted.

ARTICLE L.16: LAWS AND REGULATIONS

The Offeror's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all governmental authorities having jurisdiction over the performance of the work shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

ARTICLE L.17: RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

The Owner reserves the right to reject any and all proposals or to accept any proposals in the interest of the NIH. For the same reason, the Owner reserves the right to waive any technicality or minor irregularity in a proposal.

ARTICLE L.18: COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

ARTICLE L.19: COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contracting Officer cited on the face page of the RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

ARTICLE L.20: RELEASE OF INFORMATION

Contract selection and award information will be disclosed to Offerors in the accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful Offerors as they are eliminated from the competition, and to all Offerors following award."

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M – EVALUATION FACTORS FOR AWARD

ARTICLE M.1: BASIS OF AWARD

1. The Government will make award to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the Government, considering technical factors (which include past performance, relevant experience and management plan) and price. Technical factors in aggregate are significantly more important than price. Technical factors are listed in descending order of importance.
2. For the purposes of this evaluation, Construction Manager as Constructor shall be defined as the party contracted directly to the Owner to manage the work in its entirety for a guaranteed maximum price, either holding subcontracts or managing contracts as an agent of the Owner. In the event of joint venture arrangements, the Offeror shall have been at least a 51% member of the agreement.
3. Joint venture proposals shall clearly identify the role and level of participation of each firm in the proposed work as well as differentiate each firm's past performance, experience, and corporate resources data. The Government's evaluation will weigh each firm's qualifications relative to their level of participation in the proposed work.

ARTICLE M.2: MINIMUM REQUIREMENTS

1. Evaluation Criteria: The Technical Evaluation Board (TEB) will evaluate the Offerors submissions for compliance with the minimum requirements. In this evaluation, minimum requirements will be evaluated on a "Go-No Go" basis. ("Go-No Go" is synonymous with "Acceptable/Unacceptable"). Offerors that do not meet the minimum requirements will not be acceptable for this Project and will not be considered further. NIH may, however, in its discretion, consider the proposal of an Offeror that does not meet all the minimum requirements if the proposal otherwise clearly establishes, in accordance with the evaluation criteria, that consideration of the proposal would be in the Government's best interest and may reasonably expect to result in the most advantageous proposal for the Government.
2. The "Go-No Go" basis minimum requirements consist of:
 - (a) Project Experience:

Within the past five (5) years, the Offeror must have actively performed specific Construction Manager as Constructor Services substantially similar to those described in the Statement of Work in successfully completing at least two (2) complex biomedical laboratory facilities projects; each in excess of \$30 million (in 2004 dollars) in total construction costs. For the purposes of meeting this requirement, the Offeror may escalate the construction cost of projects to 2004 dollars based on the Building Cost Index of the latest Engineering News Record's Quarterly Cost Report. If the cost is escalated, indicate the year in which the project was completed and the cost at the time the project was completed.

ARTICLE M.3: TECHNICAL FACTORS

1. The goal of the technical evaluation is to select a Contractor that will provide above minimum performance. The Government's method is to assess the Offerors' "capabilities" by evaluating the Offerors' technical proposals. The technical evaluation factors are past performance, relevant experience and management plan. Descriptions of the factors and their subfactors follow:
 - (a) Past Performance: Each offer will be rated based on the Government's evaluation of the Offeror's past performance on recent projects for similar services. Offerors will be required to identify all current projects more than 50% complete and all projects completed within the past five years which meet the following minimum standard: "any biomedical laboratory facility construction project with a construction value of at least \$10,000,000 on which the Offeror served as the general construction General Contractor or Construction Manager as Constructor". The Government evaluation will be based on the Offerors' written submissions describing the projects, interviews of references provided by the Offerors, and past performance evaluations available through the NIH-ABC and GSA databases. The past performance evaluation subfactors, in descending order of importance, are:
 - (1) Relevancy of past performance (project similarity, complexity, scope, size, key personnel involved, currentness and similarity of specific CMc services to this proposed NIAID project).
 - (2) The firm's past performance as rated by the key representatives of the project's Client, Architect and Construction Quality Manager.
 - (i) Overall Customer Satisfaction
 - (ii) Professionalism and Integrity
 - (iii) Timeliness of Performance
 - (iv) Professional / Technical Capabilities
 - (v) Level of Communication
 - (vi) Quality Control
 - (vii) Cost Control
 - (viii) Schedule Control
 - (ix) Providing Competent Staff
 - (x) Safety
 - (b) Relevant Experience:
 - (1) Experience
 - Offeror's experience in completing projects similar to this procurement (refer to Similarity of Projects subfactor for criteria).
 - Offeror's proposed key personnel experience serving in similar capacities on the Offeror's similar projects.
 - Offeror's experience in monitoring and controlling performance schedules.
 - Offeror's experience in project cost control and reporting, including GMP preparation and tracking.
 - Experience of Offeror in performing field inspections, problem solving, and safety monitoring.
 - Offeror's experience in coordinating commissioning of complex biomedical laboratory facilities.
 - Offeror's experience with Prolog Manager and Website.

- (2) Similarity of Projects:
 - Biomedical laboratory facility construction work of a scale and technical complexity similar to the work of this contract.
 - Services provided.
 - Contract form.
 - Government work.
 - Geographic proximity.
 - Military or institutional campus site location.
 - Common key personnel.
- (c) Management Plan: Each offer will be rated based on the Government's evaluation of the Offeror's project specific management plan. Management plan subfactors, in descending order of importance, are:
 - (1) Work Plan
 - Extent the work plan addresses site utilization, sequence of work, and project challenges.
 - Extent does the work plan anticipate the complexity of concrete construction for a high containment facility.
 - Offeror's proposed approach to performing Pre-Construction Services. Include your capabilities and availability of estimating and scheduling resources.
 - Offeror's concept of plan reviews, constructability reviews and value engineering during the document development phase to maintain budget and schedule.
 - Offeror's approach to staying abreast of emerging technologies, innovative design practices and the current market pricing structure.
 - Offeror's proposed approach to Construction Phase Services and how standard processes would be tailored to this project.
 - Offeror's concept of jobsite organization and staffing.
 - (2) Staffing Plan
 - Qualifications, in terms of experience and education, of the key personnel (Project Executive, Pre-Construction Manager, Estimator, Construction Project Manager, Project Scheduler, Superintendent, MEP/Commissioning Coordinator).
 - Experience of the key personnel in completing similar projects.
 - Success the key personnel have had working together.
 - Availability of the proposed team members.
 - Extent the key personnel are experienced members of the Offeror's corporate team (what is their current employment status and their employment history with the Offeror).
 - Extent potential substitute key personnel meet the aforementioned criteria.
 - (3) Subcontracting Plan
 - Subcontractor management and tools used, particularly in connection with federal projects that require compliance with the FAR.
 - Offeror's approach to administering subcontracts (e.g., communicating with subcontractors, satisfying record-keeping requirements, handling change orders and claims, and managing the subcontract close-out), particularly in connection with federal projects that require compliance with the FAR.
 - Offeror's approach to bidding/buy-out of subcontracts.
 - Offeror's plan to achieve the Small, Small Disadvantaged and Woman-Owned Small Business goals.

- (4) CPM Schedule
 - Offeror's approach to CPM scheduling.
 - Qualifications of Offeror's proposed Project Scheduler.
- (5) Quality Control Plan
 - Effectiveness and comprehensiveness of the quality control plan.
 - Extent quality control personnel are qualified and experienced.
 - Extent the quality control personnel are empowered to ensure compliance with quality requirements.
- (6) Safety Plan
 - Effectiveness of Offeror's safety program and how it would be utilized on the jobsite for this particular project. (Provide the safety history of the firm over the past five (5) years.)
 - Offeror's safety history as demonstrated by their Experience Modifier Rate for the past three years. (Offerors are required to provide a letter from their insurance company certifying their Experience Modifier Rate for the past five years.)
- (7) Corporate Resources / Company Profile
 - Offeror's corporate history and demonstrated ability to successfully complete the contract. Specifically, Offeror's status in regard to disbarment by any state or local government entity. Status of Offeror's right to proceed with the contract work in regard to being terminated for default by the Owner on any project within the last five years. Offeror's status in regard to current litigation that may affect its ability to complete this contract.
 - Offeror's corporate financial, personnel, and plant and equipment resources demonstrate an ability to complete the contract and respond to changing demands.
 - Offeror's current backlog versus its historic backlog for the past five years and current bonded amount versus bonding capacity substantiate its capacity to complete the contract and respond to changing demands (Provide letter from bonding company showing bond rate).

ARTICLE M.4: ORAL PRESENTATIONS

1. Only those Offerors whose proposals fall within the competitive range will be invited to participate in the Oral Presentations. The Oral Presentations allow the Offerors to present their understanding of the material submitted in their Technical Proposals, and to answer questions by the Technical Evaluation Committee. No new material or enhancements to the Offeror's submission will be considered for evaluation. Each selected Offeror shall be notified of the exact time and location of the Oral Presentations.
2. The Government will evaluate the Oral Presentations based on the technical factors listed in Article M.3.

ARTICLE M.5: PRICE EVALUATION

Price offers will consist of Pre-Construction Phase Services and options for Construction Phase Services Fee and Construction Phase Services General Requirements. For this solicitation, price is significantly less important than the combined technical factors. The Government will evaluate price offers for award purposes by adding the base proposal and all options.

ARTICLE M.6: EVALUATION AND AWARD CRITERIA

1. The complexity of this project compels the Government to confirm the Contractor's understanding of the Project requirements prior to award and to seek above-minimum performance from the Contractor. It may be necessary for the Government to open negotiations prior to award of the contract to identify deficiencies and request clarifications. Therefore, the Government has determined to solicit full and open competition through the use of competitive negotiation procedures. However, it is the Government's preference to award without discussions. All prospective offerors are advised, however, that this contract may be awarded on the basis of the offers initially submitted, without discussion between the Government and any offerors.
2. Award will be made to the offeror: (1) whose proposal is responsive and meets the stated minimum technical requirements, (2) whose technical/price relationship offers the greatest value to the Government, and (3) who is considered to be responsible within the meaning of the Federal Acquisition Regulation 9.104.

The Government's objective is to select the proposal that offers the greatest value for the funds expended. This approach, commonly referred to as "Best Value" procurement, will permit the Government to confirm the Offerors' understanding of the project requirements and challenges, evaluate the Offerors' capability to meet those challenges, and award to the Offeror whose offer presents the greatest overall value to the Government, cost and other factors considered. The Government may choose to pay a higher price to make an award to an Offeror whose reputation for past performance and management plan give the Government greater confidence in that Offeror's capability to effectively perform. The tradeoff between technical factors and price will reflect comparisons of the relative merits of each offer. This is not a matter of simply selecting the technically acceptable offer that proposes the lowest price, nor is it a matter of selecting the most technically qualified offer, regardless of price. In the event that the most technically qualified offer is not the lowest priced offer, the Contracting Officer will judge whether the difference in technical factors is worth the difference in price. The Contracting Officer will make an informed, fair, and well-reasoned business decision, but will not attempt to achieve mathematical precision in her judgments or to assign dollar values to technical factors.

ARTICLE M.7: PRE-AWARD SURVEY

If the offer submitted in response to this RFP is favorably considered, the Government reserves the right for a survey team to visit the Offeror's facilities for the purpose of determining the technical and financial ability to perform. Offeror shall make a current audited financial statement and other data pertinent to this purpose available at the time the team makes the visit.

ARTICLE M.8: FAR 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

ARTICLE M.9: GOVERNMENT'S DISCRETION

The Government may reject any or all offers, and waive minor informalities and/or minor irregularities in offers received.

(End of Provision)